

## STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and AssetWorks Inc. ("Contractor"), with offices at 998 Old Eagle School Road #1215, Wayne, PA, 19087.

### BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

### TERMS AND CONDITIONS

#### 1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2013. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 **CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

#### 2 - PRICING AND PAYMENT

- 2.1 **CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:
  - X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
  - The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

**2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

**2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES  
Contract Number: GS-35F-4731G**

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

**2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in

the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

**2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

**2.6 Invoice Requirements.** The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

**2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

**2.8 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

**2.9 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

**2.10 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

**2.11 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

- 2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.13 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

### 3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.
- In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:
- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.

- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- a. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- b. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order

under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

**3.8 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

**3.9 INDEPENDENT STATUS.** The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.

**3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other

location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

#### 4 - DELIVERY AND ACCEPTANCE

- 4.1 **ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

- 4.2 **TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

- 4.3 **DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

#### 5 - INTELLECTUAL PROPERTY

- 5.1 **COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the

State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

- 5.2 CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- 5.3 CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

## 6 – TRANSACTION REPORTING

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

## 7 - WARRANTIES AND LIABILITIES

- 7.1 WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily

interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- 7.3 **EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

- 7.4 **INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

- 7.5 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

## 8 - MAINTENANCE

- 8.1 **SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor

or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

**8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

**8.3 EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;

- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

**8.4 EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

**8.5 EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

**8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

**8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

## **9 - ASSIGNMENT AND SUBCONTRACTING**

**9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

**9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

## **10 – CONSTRUCTION**

**10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.

- 10.2 **ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 **BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 **AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 **CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 **NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 **CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 **PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

#### 11 - LAW AND COURTS

- 11.1 **EEO.** The Contractor must comply with all Ohio laws regarding equal employment opportunity, including among others Code § 125.111, as well as all related Executive Orders of the Governor of Ohio.
- 11.2 **DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 **SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 **TERROR DECLARATION.** In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;  
or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.  
and,  
  
(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

**11.8 ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

**11.9 Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

To **SHOW THEIR AGREEMENT**, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF STATE PURCHASING

BY: 

BY:   
ROBERT BLAIR, DIRECTOR,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 9/5/12

DATE: 9-11-12

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
<b>AiM Integrated Workplace Management System (IWMS)</b>						
<b>AiM Server License</b>	AssetWorks Inc.	<b>AiM Server License</b>	<b>AiM Server License</b>	<b>AiM Server License</b>	each	<b>\$36,272.04</b>
<b>AiM Named User License</b>		<b>AiM Named User License</b>	<b>AiM Named User License</b>	<b>AiM Named User License</b>		
1-50 Users, price per user	AssetWorks Inc.	1-50 Users, price per user	1-50 Users, price per user	AiM Named User License 1-50 Users, price per user	each	<b>\$1,511.34</b>
51-100 Users, price per user	AssetWorks Inc.	51-100 Users, price per user	51-100 Users, price per user	AiM Named User License 51-100 Users, price per user	each	<b>\$1,360.20</b>
101-200 Users, price per user	AssetWorks Inc.	101-200 Users, price per user	101-200 Users, price per user	AiM Named User License 101-200 Users, price per user	each	<b>\$1,209.07</b>
201-500 Users, price per user	AssetWorks Inc.	201-500 Users, price per user	201-500 Users, price per user	AiM Named User License 201-500 Users, price per user	each	<b>\$1,057.93</b>
501 or more Users, price per user	AssetWorks Inc.	501 or more Users, price per user	501 or more Users, price per user	AiM Named User License 501 or more Users, price per user	each	<b>\$906.80</b>
<b>AiM Capital Planning and Project Management (CPPM) Server License</b>	AssetWorks Inc.	<b>AiM CPPM Server License</b>	<b>AiM CPPM Server License</b>	<b>AiM Server License</b>		<b>\$36,272.04</b>
<b>AiM Capital Planning and Project Management (CPPM) Named User License</b>	AssetWorks Inc.	<b>AiM CPPM Named User License</b>	<b>AiM CPPM Named User License</b>	<b>AiM CPPM Named User License</b>		
1-50 Users, price per user	AssetWorks Inc.	1-50 Users, price per user	1-50 Users, price per user	AiM CPPM Named User License 1-50 Users, price per user	each	<b>\$1,511.34</b>
51-100 Users, price per user	AssetWorks Inc.	51-100 Users, price per user	51-100 Users, price per user	AiM CPPM Named User License 51-100 Users, price per user	each	<b>\$1,360.20</b>
101-200 Users, price per user	AssetWorks Inc.	101-200 Users, price per user	101-200 Users, price per user	AiM CPPM Named User License 101-200 Users, price per user	each	<b>\$1,209.07</b>
201-500 Users, price per user	AssetWorks Inc.	201-500 Users, price per user	201-500 Users, price per user	AiM CPPM Named User License 201-500 Users, price per user	each	<b>\$1,057.93</b>
501 or more Users, price per user	AssetWorks Inc.	501 or more Users, price per user	501 or more Users, price per user	AiM CPPM Named User License 501 or more Users, price per user	each	<b>\$906.80</b>
<b>Add-on Modules (percentage of total of server and named user licenses). Bundled Pricing, purchased and installed at the same time as the server license:</b>						
Key And Access Control, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Key And Access Control, percentage of base pricing	Key And Access Control, percentage of base pricing	AiM Key And Access Control Module	each	<b>5%</b>
Facility Condition Assessment, percentage of base pricing, minimum price of \$15,000.	AssetWorks Inc.	Facility Condition Assessment, percentage of base pricing	Facility Condition Assessment, percentage of base pricing	AiM Facility Condition Assessment Module	each	<b>10%</b>
Space Management, percentage of base pricing, minimum price of \$20,000.	AssetWorks Inc.	Space Management, percentage of base pricing or \$20,000, whichever is greater	Space Management, percentage of base pricing or \$20,000, whichever is greater	AiM Space Management, percentage of base pricing or \$20,000, whichever is greater	each	<b>25%</b>
Estimating, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Estimating, percentage of base pricing	Estimating, percentage of base pricing	AiM Estimating, percentage of base pricing	each	<b>5%</b>
Utility Management, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Utility Management, percentage of base pricing	Utility Management, percentage of base pricing	AiM Utility Management, percentage of base pricing	each	<b>10%</b>
Lease Management, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Lease Management, percentage of base pricing	Lease Management, percentage of base pricing	AiM Lease Management, percentage of base pricing	each	<b>10%</b>
Environmental Health and Safety, percentage of base pricing, minimum price of \$15,000.	AssetWorks Inc.	Environmental Health and Safety, percentage of base pricing	Environmental Health and Safety, percentage of base pricing	AiM Environmental Health and Safety, percentage of base pricing	each	<b>15%</b>
Key Performance Indicators, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Key Performance Indicators, percentage of base pricing	Key Performance Indicators, percentage of base pricing	AiM Key Performance Indicators, percentage of base pricing	each	<b>15%</b>
Motor Pool, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Motor Pool, percentage of base pricing	Motor Pool, percentage of base pricing	AiM Motor Pool, percentage of base pricing	each	<b>10%</b>
GIS, percentage of base pricing, minimum price of \$20,000.	AssetWorks Inc.	GIS, percentage of base pricing or \$20,000, whichever is greater	GIS, percentage of base pricing or \$20,000, whichever is greater	AiM GIS, percentage of base pricing or \$20,000, whichever is greater	each	<b>5%</b>

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Mobile Work Desk, percentage of base pricing, minimum price of \$10,000.	AssetWorks Inc.	Mobile WorkDesk, percentage of base pricing	Mobile WorkDesk, percentage of base pricing	AiM Mobile WorkDesk, percentage of base pricing	each	20%
Customer Service, percentage of base pricing, minimum price of \$5,000.	AssetWorks Inc.	Customer Service, percentage of base pricing	Customer Service, percentage of base pricing	AiM Customer Service, percentage of base pricing	each	10%
Fixed Asset Accounting, minimum price of \$15,000.	AssetWorks Inc.	Fixed Asset Accounting	Fixed Asset Accounting	AiM Fixed Asset Accounting	each	10%
BIM-COBIE Exchange, percent of base price, minimum price of \$7,500.	AssetWorks Inc.	BIM-COBIE Exchange	BIM-COBIE Exchange	BIM-COBIE Exchange	each	10%
Green and Sustainability Module, percent of base price, minimum price of \$7,500.	AssetWorks Inc.	Green and Sustainability Module	Green and Sustainability Module	Green and Sustainability Module	each	10%
AiMCAD Core, percent of base price, minimum price of \$3,500.	AssetWorks Inc.	AiMCAD Core	AiMCAD Core	AiMCAD Core	each	6%
AiMCAD Planning (requires AiMCAD core), percent of base price, minimum price of \$2,000.	AssetWorks Inc.	AiMCAD Planning	AiMCAD Planning	AiMCAD Planning	each	3%
AiMCAD Revit Toolset (requires AiMCAD core), percent of base price, minimum price of \$2,000.	AssetWorks Inc.	AiMCAD Revit	AiMCAD Revit	AiMCAD Revit	each	35%
<b>Add-on Modules (percentage of total of server and named user licenses) Not bundled, added after initial license.</b>						
Key And Access Control, percentage of base pricing	AssetWorks Inc.	Key And Access Control, percentage of base pricing - NB	Key And Access Control, percentage of base pricing	AiM Add-on Key And Access Control Module - NB	each	10%
Facility Condition Assessment, percentage of base pricing	AssetWorks Inc.	Facility Condition Assessment, percentage of base pricing - NB	Facility Condition Assessment, percentage of base pricing	AiM Add-on Facility Condition Assessment Module - NB	each	15%
Space Management, percentage of base pricing, or \$20,000, whichever is greater	AssetWorks Inc.	Space Management, percentage of base pricing or \$20,000, whichever is greater - NB	Space Management, percentage of base pricing or \$20,000, whichever is greater	AiM Add-on Space Management, percentage of base pricing or \$20,000, whichever is greater - NB	each	30%
Estimating, percentage of base pricing	AssetWorks Inc.	Estimating, percentage of base pricing - NB	Estimating, percentage of base pricing	AiM Add-on Estimating, percentage of base pricing - NB	each	10%
Utility Management, percentage of base pricing	AssetWorks Inc.	Utility Management, percentage of base pricing - NB	Utility Management, percentage of base pricing	AiM Add-on Utility Management, percentage of base pricing - NB	each	15%
Lease Management, percentage of base pricing	AssetWorks Inc.	Lease Management, percentage of base pricing - NB	Lease Management, percentage of base pricing	AiM Add-on Lease Management, percentage of base pricing - NB	each	15%
Environmental Health and Safety, percentage of base pricing	AssetWorks Inc.	Environmental Health and Safety, percentage of base pricing - NB	Environmental Health and Safety, percentage of base pricing	AiM Add-on Environmental Health and Safety, percentage of base pricing - NB	each	20%
Key Performance Indicators, percentage of base pricing	AssetWorks Inc.	Key Performance Indicators, percentage of base pricing - NB	Key Performance Indicators, percentage of base pricing	AiM Add-on Key Performance Indicators, percentage of base pricing - NB	each	20%
Motor Pool, percentage of base pricing	AssetWorks Inc.	Motor Pool, percentage of base pricing - NB	Motor Pool, percentage of base pricing	AiM Add-on Motor Pool, percentage of base pricing - NB	each	15%
GIS, percentage of base pricing, or \$20,000, whichever is greater	AssetWorks Inc.	GIS, percentage of base pricing or \$20,000, whichever is greater - NB	GIS, percentage of base pricing or \$20,000, whichever is greater	AiM Add-on GIS, percentage of base pricing or \$20,000, whichever is greater - NB	each	10%
Mobile Work Desk, percentage of base pricing	AssetWorks Inc.	Mobile Work Desk, percentage of base pricing - NB	Mobile Work Desk, percentage of base pricing	AiM Add-on Mobile WorkDesk, percentage of base pricing - NB	each	25%
Customer Service, percentage of base pricing	AssetWorks Inc.	Customer Service, percentage of base pricing - NB	Customer Service, percentage of base pricing	AiM Add-on Customer Service, percentage of base pricing - NB	each	15%
Fixed Asset Accounting	AssetWorks Inc.	Fixed Asset Accounting - NB	Fixed Asset Accounting	AiM Add-on Fixed Asset Accounting - NB	each	15%
BIM-COBIE Exchange, percent of base price	AssetWorks Inc.	BIM-COBIE Exchange	BIM-COBIE Exchange	BIM-COBIE Exchange	each	15%
Green and Sustainability Module, percent of base price	AssetWorks Inc.	Green and Sustainability Module	Green and Sustainability Module	Green and Sustainability Module	each	15%
AiMCAD Core, percent of base price	AssetWorks Inc.	AiMCAD Core	AiMCAD Core	AiMCAD Core	each	11%
AiMCAD Planning (requires AiMCAD core), percent of base price	AssetWorks Inc.	AiMCAD Planning	AiMCAD Planning	AiMCAD Planning	each	8%

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
AiMCAD Revit Toolset (requires AiMCAD core), percent of base price	AssetWorks Inc.	AiMCAD Revit	AiMCAD Revit	AiMCAD Revit	each	40%
<b>AiM Mobile Offline Server License</b>	AssetWorks Inc.	<b>AiM Mobile Offline Server License</b>	<b>AiM Mobile Offline Server License</b>	<b>AiM Mobile Offline Server License</b>	each	<b>\$9,068.01</b>
<b>Client License</b>	AssetWorks Inc.	<b>Client License</b>	<b>Client License</b>	<b>Client License</b>		
1-50 Clients, price per client	AssetWorks Inc.	1-50 Clients, price per client	1-50 Clients, price per client	1-50 Clients, price per client	each	<b>\$1,209.07</b>
51-100 Client, price per client	AssetWorks Inc.	51-100 Client, price per client	51-100 Client, price per client	51-100 Client, price per client	each	<b>\$1,057.93</b>
101-200 Clients, price per client	AssetWorks Inc.	101-200 Clients, price per client	101-200 Clients, price per client	101-200 Clients, price per client	each	<b>\$906.80</b>
201-500 Clients, price per client	AssetWorks Inc.	201-500 Clients, price per client	201-500 Clients, price per client	201-500 Clients, price per client	each	<b>\$755.67</b>
501 or more Clients, price per client	AssetWorks Inc.	501 or more Clients, price per client	501 or more Clients, price per client	501 or more Clients, price per client	each	<b>\$604.53</b>
<b>AssetMobile On-Site Inventory Software Client License</b>	AssetWorks Inc.	<b>AssetMobile On-Site Inventory Software Client License</b>	<b>AssetMobile On-Site Inventory Software Client License</b>	<b>AssetMobile On-Site Inventory Software Client License</b>		
1-50 Clients, price per client	AssetWorks Inc.	1-50 Clients, price per client	1-50 Clients, price per client	1-50 Clients, price per client	each	<b>\$1,209.07</b>
51-100 Client, price per client	AssetWorks Inc.	51-100 Client, price per client	51-100 Client, price per client	51-100 Client, price per client	each	<b>\$1,057.93</b>
101-200 Clients, price per client	AssetWorks Inc.	101-200 Clients, price per client	101-200 Clients, price per client	101-200 Clients, price per client	each	<b>\$906.80</b>
201-500 Clients, price per client	AssetWorks Inc.	201-500 Clients, price per client	201-500 Clients, price per client	201-500 Clients, price per client	each	<b>\$755.67</b>
501 or more Clients, price per client	AssetWorks Inc.	501 or more Clients, price per client	501 or more Clients, price per client	501 or more Clients, price per client	each	<b>\$604.53</b>
<b>AiM Mobile Work Desk Clients - Rental Per Client Per Month - 12 month commitment required</b>	AssetWorks Inc.	<b>AiM Mobile Work Desk Clients</b>	<b>AiM Mobile Work Desk Clients</b>	<b>AiM Mobile Work Desk Clients</b>		
Minimum monthly fee or per client amount, whichever is greater	AssetWorks Inc.	Minimum monthly fee or per client amount, whichever is greater	Minimum monthly fee or per client amount, whichever is greater	Minimum monthly fee or per client amount, whichever is greater	each	<b>\$352.63</b>
1-50 Clients, price per client per month	AssetWorks Inc.	1-50 Clients, price per client per month	1-50 Clients, price per client per month	1-50 Clients, price per client per month	each	<b>\$35.26</b>
51-100 Clients, price per client per month	AssetWorks Inc.	51-100 Clients, price per client per month	51-100 Clients, price per client per month	51-100 Clients, price per client per month	each	<b>\$33.85</b>
101 or more Clients, price per client per month	AssetWorks Inc.	101 or more Clients, price per client per month	101 or more Clients, price per client per month	101 or more Clients, price per client per month	each	<b>\$31.74</b>
<b>AiM Mobile Work Desk Clients Client License</b>	AssetWorks Inc.	<b>AiM Mobile Work Desk Clients Client License</b>	<b>AiM Mobile Work Desk Clients Client License</b>	<b>AiM Mobile Work Desk Clients Client License</b>		
1-50 Clients, price per client	AssetWorks Inc.	1-50 Clients, price per client	1-50 Clients, price per client	1-50 Clients, price per client	each	<b>\$906.80</b>
51-100 Clients, price per client	AssetWorks Inc.	51-100 Clients, price per client	51-100 Clients, price per client	51-100 Clients, price per client	each	<b>\$755.67</b>
101 or more Clients, price per client	AssetWorks Inc.	101 or more Clients, price per client	101 or more Clients, price per client	101 or more Clients, price per client	each	<b>\$604.53</b>
<b>Annual Maintenance of Software is 15% of the total, discounted software and add-on module pricing</b>	AssetWorks Inc.	Annual Maintenance 15% - NB	Annual Maintenance 15% - NB	Annual Maintenance 15% - NB	each	15%
<b>FleetFocus and FuelFocus Products</b>						
<b>RFC-1500 ICU without WAF SUPPORT</b>						
RFC1500 ICU - 2 Hose No Option (up to 49 units) price per unit	AssetWorks Inc.	1500-ME10-2N00-11AE	1500-ME10-2N00-11AE	Hose	each	<b>\$4,778.51</b>
RFC1500 ICU - 2 Hose No Option (50 to 99 units) price per unit	AssetWorks Inc.	1500-ME10-2N00-11AE	1500-ME10-2N00-11AE	Hose	each	<b>\$3,659.72</b>

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
RFC1500 ICU - 2 Hose No Option (100 units or more) price per unit	AssetWorks Inc.	1500-ME10-2N00-11AE	1500-ME10-2N00-11AE	Hose	each	\$3,444.44
<b>RFC-2500 ICU without WAF SUPPORT</b>						
RFC2500 ICU - 4 Hose, No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-4N00-11AE	2500-ME10-4N00-11AE	Hose	each	\$7,175.92
RFC2500 ICU - 4 Hose, No Option (50 to 949 units) price per unit	AssetWorks Inc.	2500-ME10-4N00-11AE	2500-ME10-4N00-11AE	Hose	each	\$5,495.82
RFC2500 ICU - 4 Hose, No Option (100 units or more) price per unit	AssetWorks Inc.	2500-ME10-4N00-11AE	2500-ME10-4N00-11AE	Hose	each	\$5,172.54
RFC2500 ICU - 8 Hose, No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-8N00-11AE	2500-ME10-8N00-11AE	Hose	each	\$7,714.11
RFC2500 ICU - 8 Hose, No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-8N00-11AE	2500-ME10-8N00-11AE	Hose	each	\$5,908.01
RFC2500 ICU - 8 Hose, No Option (100 units or more) price per unit	AssetWorks Inc.	2500-ME10-8N00-11AE	2500-ME10-8N00-11AE	Hose	each	\$5,560.48
RFC2500 ICU - 12 Hose, No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-CN00-11AE	2500-ME10-CN00-11AE	Hose	each	\$9,149.30
RFC2500 ICU - 12 Hose, No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-CN00-11AE	2500-ME10-CN00-11AE	Hose	each	\$7,007.17
RFC2500 ICU - 12 Hose, No Option (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-CN00-11AE	2500-ME10-CN00-11AE	Hose	each	\$6,594.99
RFC2500 ICU - 16 Hose, No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-FN00-11AE	2500-ME10-FN00-11AE	Hose	each	\$9,508.09
RFC2500 ICU - 16 Hose, No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-FN00-11AE	2500-ME10-FN00-11AE	Hose	each	\$7,281.97
RFC2500 ICU - 16 Hose, No Option (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-FN00-11AE	2500-ME10-FN00-11AE	Hose	each	\$6,853.61
<b>RFC-2500 ICU without WAF SUPPORT &amp; Printer</b>						
RFC2500 ICU - 4 Hose, No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-4N01-11AE	2500-ME10-4N01-11AE	Hose	each	\$8,718.74
RFC2500 ICU - 4 Hose, No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-4N01-11AE	2500-ME10-4N01-11AE	Hose	each	\$6,677.43
RFC2500 ICU - 4 Hose, No Option - Printer (100 units or more) price per unit	AssetWorks Inc.	2500-ME10-4N01-11AE	2500-ME10-4N01-11AE	Hose	each	\$6,284.64
RFC2500 ICU - 8 Hose, No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-8N01-11AE	2500-ME10-8N01-11AE	Hose	each	\$9,256.94
RFC2500 ICU - 8 Hose, No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-8N01-11AE	2500-ME10-8N01-11AE	Hose	each	\$7,089.61
RFC2500 ICU - 8 Hose, No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-8N01-11AE	2500-ME10-8N01-11AE	Hose	each	\$6,672.58
RFC2500 ICU - 12 Hose, No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-CN01-11AE	2500-ME10-CN01-11AE	Hose	each	\$10,692.12
RFC2500 ICU - 12 Hose, No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-CN01-11AE	2500-ME10-CN01-11AE	Hose	each	\$8,188.78
RFC2500 ICU - 12 Hose, No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-CN01-11AE	2500-ME10-CN01-11AE	Hose	each	\$7,707.08
RFC2500 ICU - 16 Hose, No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-FN01-11AE	2500-ME10-FN01-11AE	Hose	each	\$11,050.91
RFC2500 ICU - 16 Hose, No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-FN01-11AE	2500-ME10-FN01-11AE	Hose	each	\$8,463.57
RFC2500 ICU - 16 Hose, No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-FN01-11AE	2500-ME10-FN01-11AE	Hose	each	\$7,965.71

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
<b>ICU &amp; Front Panel Options</b>						
Mag Card Option (up to 49 units) price per unit	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Mag card for front panel	each	\$233.22
Mag Card Option (50 to 99 units) price per unit	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Mag card for front panel	each	\$178.61
Mag Card Option (100 or more units) price per unit	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Mag card for front panel	each	\$168.11
HID Option (up to 49 units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID for front panel	each	\$358.80
HID Option (50 to 99 units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID for front panel	each	\$274.79
HID Option (100 or more units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID for front panel	each	\$258.63
AWID Option (up to 49 units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	AWID for front panel	each	\$358.80
AWID Option (50 to 99 units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	AWID for front panel	each	\$274.79
AWID Option (100 or more units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	AWID for front panel	each	\$258.63
Printer Upgrade Kit with door (after sale) (up to 49 units) price per unit	AssetWorks Inc.	2500-UG-KT	2500-UG-KT	Printer upgrade	each	\$1,704.28
Printer Upgrade Kit with door (after sale) (50 to 99 units) price per unit	AssetWorks Inc.	2500-UG-KT	2500-UG-KT	Printer upgrade	each	\$1,305.26
Printer Upgrade Kit with door (after sale) (100 or more units) price per unit	AssetWorks Inc.	2500-UG-KT	2500-UG-KT	Printer upgrade	each	\$1,228.48
Electrical Installation Kit - LG (up to 49 units) price per unit	AssetWorks Inc.	ACC-WR-49	ACC-WR-49	Electrical Installation Kit - Large	each	\$605.76
Electrical Installation Kit - LG (50 to 99 units) price per unit	AssetWorks Inc.	ACC-WR-49	ACC-WR-49	Electrical Installation Kit - Large	each	\$463.93
Electrical Installation Kit - LG (100 or more units) price per unit	AssetWorks Inc.	ACC-WR-49	ACC-WR-49	Electrical Installation Kit - Large	each	\$436.64
Electrical Installation Kit - SM (up to 49 units) price per unit	AssetWorks Inc.	ACC-WR-59	ACC-WR-59	Electrical Installation Kit - Small	each	\$326.18
Electrical Installation Kit - SM (50 to 99 units) price per unit	AssetWorks Inc.	ACC-WR-59	ACC-WR-59	Electrical Installation Kit - Small	each	\$249.81
Electrical Installation Kit - SM (100 or more ) price per unit	AssetWorks Inc.	ACC-WR-59	ACC-WR-59	Electrical Installation Kit - Small	each	\$235.12
UPS Power Conditioners (up to 49 units) price per unit	AssetWorks Inc.	ACC-WR-65	ACC-WR-65	UPS Power Conditioner	each	\$101.58
UPS Power Conditioners (50 to 99 units) price per unit	AssetWorks Inc.	ACC-WR-65	ACC-WR-65	UPS Power Conditioner	each	\$77.80
UPS Power Conditioners (100 or more units) price per unit	AssetWorks Inc.	ACC-WR-65	ACC-WR-65	UPS Power Conditioner	each	\$73.22
FF OPW Pulser Kit (up to 49 units) price per unit	AssetWorks Inc.	ACC-WR-47	ACC-WR-47	Pulser Kit	each	\$136.90
FF OPW Pulser Kit (50 to 99 units) price per unit	AssetWorks Inc.	ACC-WR-47	ACC-WR-47	Pulser Kit	each	\$104.85
FF OPW Pulser Kit (100 or more units) price per unit	AssetWorks Inc.	ACC-WR-47	ACC-WR-47	Pulser Kit	each	\$98.68
FF GAS Pulser Interface Board (up to 49 units) price per unit	AssetWorks Inc.	ACC-WR-46	ACC-WR-46	Pulser Interface Board	each	\$266.53
FF GAS Pulser Interface Board (50 to 99 units) price per unit	AssetWorks Inc.	ACC-WR-46	ACC-WR-46	Pulser Interface Board	each	\$204.13
FF GAS Pulser Interface Board (100 or more units) price per unit	AssetWorks Inc.	ACC-WR-46	ACC-WR-46	Pulser Interface Board	each	\$192.12
FF VR Totalizer Pulser (up to 49 units) price per unit	AssetWorks Inc.	ACC-WR-48	ACC-WR-48	Totalizer Pulser	each	\$267.75
FF VR Totalizer Pulser (50 to 99 units) price per unit	AssetWorks Inc.	ACC-WR-48	ACC-WR-48	Totalizer Pulser	each	\$205.06
FF VR Totalizer Pulser (100 or more units) price per unit	AssetWorks Inc.	ACC-WR-48	ACC-WR-48	Totalizer Pulser	each	\$193.00
<b>FuelFocus Software/Integration</b>						
Fuel Insight Software -Server Only (price per license)	AssetWorks Inc.			Fuel Insight Software -Server Only	each	\$7,450.84
Fuel Insight Software Additional Seats (price per seat)	AssetWorks Inc.			Fuel Insight Software Additional Seats	each	\$927.28
FleetFocus Integration License (up to 9 licenses) price per license	AssetWorks Inc.			FleetFocus Integration License	each	\$2,325.18
FleetFocus Integration License (10 to 99 licenses) price per license	AssetWorks Inc.			FleetFocus Integration License	each	\$2,136.66
FleetFocus Integration License (100 or more licenses) price per license	AssetWorks Inc.			FleetFocus Integration License	each	\$2,010.97
Veeder Root Integration (per site if 1 site)	AssetWorks Inc.			Veeder Root Integration	each	\$3,723.09
Veeder Root Integration (per site if multiple sites, up to 8 add'l sites)	AssetWorks Inc.			Veeder Root Integration	each	\$1,206.86

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Veeder Root Integration (per site if multiple sites, 9 to 98 add'l sites)	AssetWorks Inc.			Veeder Root Integration	each	\$1,109.01
Veeder Root Integration (per site if multiple sites, 99 or more add'l sites)	AssetWorks Inc.			Veeder Root Integration	each	\$1,043.77
<b>Communication/Networking</b>						
AssetWorks Canopy Network PTP Hardware (up to 9 units) price per unit	AssetWorks Inc.	MTR-CP-PTP100	MTR-CP-PTP100	AssetWorks Canopy Network PTP Hardware	each	\$5,024.91
AssetWorks Canopy Network PTP Hardware (10 to 24 units) price per unit	AssetWorks Inc.	MTR-CP-PTP100	MTR-CP-PTP100	AssetWorks Canopy Network PTP Hardware	each	\$4,760.44
AssetWorks Canopy Network PTP Hardware (25 or more units) price per unit	AssetWorks Inc.	MTR-CP-PTP100	MTR-CP-PTP100	AssetWorks Canopy Network PTP Hardware	each	\$4,628.20
FF Communication Cable (up to 9 units) price per unit	AssetWorks Inc.	MTR-FF-CB10	MTR-FF-CB10	FF Communication Cable	each	\$319.78
FF Communication Cable (10 or more units) price per unit	AssetWorks Inc.	MTR-FF-CB10	MTR-FF-CB10	FF Communication Cable	each	\$302.95
<b>RFC-1500 ICU with WAF SUPPORT (without WAF Unit)</b>						
RFC1500 ICU - WAF, 2 Hose No Option (up to 49 units) price per unit	AssetWorks Inc.	1500-ME10-2N01-11AE	1500-ME10-2N01-11AE	Hose with WAF support (without WAF Unit)	each	\$9,597.79
RFC1500 ICU - WAF, 2 Hose No Option (50 to 99 units) price per unit	AssetWorks Inc.	1500-ME10-2N01-11AE	1500-ME10-2N01-11AE	Hose with WAF support (without WAF Unit)	each	\$8,819.59
RFC1500 ICU - WAF, 2 Hose No Option (100 or more units) price per unit	AssetWorks Inc.	1500-ME10-2N01-11AE	1500-ME10-2N01-11AE	Hose with WAF support (without WAF Unit)	each	\$8,300.79
<b>RFC-2500 ICU with WAF SUPPORT (without WAF Unit)</b>						
RFC2500 ICU - WAF, 4 No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-4R00-11AE	2500-ME10-4R00-11AE	Hose with WAF support (without WAF Unit)	each	\$12,557.86
RFC2500 ICU - WAF, 4 No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-4R00-11AE	2500-ME10-4R00-11AE	Hose with WAF support (without WAF Unit)	each	\$11,539.65
RFC2500 ICU - WAF, 4 No Option (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-4R00-11AE	2500-ME10-4R00-11AE	Hose with WAF support (without WAF Unit)	each	\$10,860.85
RFC2500 ICU - WAF, 8 No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-8R00-11AE	2500-ME10-8R00-11AE	Hose with WAF support (without WAF Unit)	each	\$13,096.05
RFC2500 ICU - WAF, 8 No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-8R00-11AE	2500-ME10-8R00-11AE	Hose with WAF support (without WAF Unit)	each	\$12,034.21
RFC2500 ICU - WAF, 8 No Option (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-8R00-11AE	2500-ME10-8R00-11AE	Hose with WAF support (without WAF Unit)	each	\$11,326.32
RFC2500 ICU - WAF, 12 No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-CR00-11AE	2500-ME10-CR00-11AE	Hose with WAF support (without WAF Unit)	each	\$14,531.24
RFC2500 ICU - WAF, 12 No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-CR00-11AE	2500-ME10-CR00-11AE	Hose with WAF support (without WAF Unit)	each	\$13,353.03
RFC2500 ICU - WAF, 12 No Option (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-CR00-11AE	2500-ME10-CR00-11AE	Hose with WAF support (without WAF Unit)	each	\$12,567.56
RFC2500 ICU - WAF, 16 No Option (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-FR00-11AE	2500-ME10-FR00-11AE	Hose with WAF support (without WAF Unit)	each	\$14,890.03
RFC2500 ICU - WAF, 16 No Option (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-FR00-11AE	2500-ME10-FR00-11AE	Hose with WAF support (without WAF Unit)	each	\$13,682.73
RFC2500 ICU - WAF, 16 No Option (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-FR00-11AE	2500-ME10-FR00-11AE	Hose with WAF support (without WAF Unit)	each	\$12,877.87
<b>RFC-2500 ICU with WAF SUPPORT (without WAF Unit) &amp; Printer</b>						
RFC2500 ICU - WAF, 4 No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-4R01-11AE	2500-ME10-4R01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$14,100.68

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
RFC2500 ICU - WAF, 4 No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-4R01-11AE	2500-ME10-4R01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$12,957.38
RFC2500 ICU - WAF, 4 No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-4R01-11AE	2500-ME10-4R01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$12,195.18
RFC2500 ICU - WAF, 8 No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-8R01-11AE	2500-ME10-8R01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$14,638.87
RFC2500 ICU - WAF, 8 No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-8R01-11AE	2500-ME10-8R01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$13,451.94
RFC2500 ICU - WAF, 8 No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-8R01-11AE	2500-ME10-8R01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$12,660.65
RFC2500 ICU - WAF, 12 No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-CR01-11AE	2500-ME10-CR01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$16,074.06
RFC2500 ICU - WAF, 12 No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-CR01-11AE	2500-ME10-CR01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$14,770.76
RFC2500 ICU - WAF, 12 No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-CR01-11AE	2500-ME10-CR01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$13,901.89
RFC2500 ICU - WAF, 16 No Option - Printer (up to 49 units) price per unit	AssetWorks Inc.	2500-ME10-FR01-11AE	2500-ME10-FR01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$16,432.85
RFC2500 ICU - WAF, 16 No Option - Printer (50 to 99 units) price per unit	AssetWorks Inc.	2500-ME10-FR01-11AE	2500-ME10-FR01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$15,100.46
RFC2500 ICU - WAF, 16 No Option - Printer (100 or more units) price per unit	AssetWorks Inc.	2500-ME10-FR01-11AE	2500-ME10-FR01-11AE	Hose with WAF support (without WAF Unit) + Printer	each	\$14,212.20
RFC-2500 WAF Mobile Refueler (up to 49 units) price per unit	AssetWorks Inc.	2500-MBL-01	2500-MBL-01	Hose with WAF support (without WAF Unit) + Printer	each	\$13,454.85
RFC-2500 WAF Mobile Refueler (50 to 99 units) price per unit	AssetWorks Inc.	2500-MBL-01	2500-MBL-01	Hose with WAF support (without WAF Unit) + Printer	each	\$12,363.91
RFC-2500 WAF Mobile Refueler (100 or more units) price per unit	AssetWorks Inc.	2500-MBL-01	2500-MBL-01	Hose with WAF support (without WAF Unit) + Printer	each	\$11,636.63
<b>RFC-2500 ICU - OptiModem Version</b>						
RFC-2500 ICU -WAF 4 Optical Channels No Option (up to 49 units) price per unit	AssetWorks Inc.	RDD-A0-02, ASS-PS-12A	RDD-A0-02, ASS-PS-12A	RFC-2500 ICU -WAF 4 Optical Channels No Option	each	\$11,786.45
RFC-2500 ICU -WAF 4 Optical Channels No Option (50 to 99 units) price per unit	AssetWorks Inc.	RDD-A0-02, ASS-PS-12A	RDD-A0-02, ASS-PS-12A	RFC-2500 ICU -WAF 4 Optical Channels No Option	each	\$10,830.79
RFC-2500 ICU -WAF 4 Optical Channels No Option (100 or more units) price per unit	AssetWorks Inc.	RDD-A0-02, ASS-PS-12A	RDD-A0-02, ASS-PS-12A	RFC-2500 ICU -WAF 4 Optical Channels No Option	each	\$10,193.68
DDA - with power supply (up to 49 units) price per unit	AssetWorks Inc.	RDD-A0-02, ASS-PS-12A	RDD-A0-02, ASS-PS-12A	DDA with power supply	each	\$986.69
DDA - with power supply (50 to 99 units) price per unit	AssetWorks Inc.	RDD-A0-02, ASS-PS-12A	RDD-A0-02, ASS-PS-12A	DDA with power supply	each	\$906.69
DDA - with power supply (50 or more units) price per unit	AssetWorks Inc.	RDD-A0-02, ASS-PS-12A	RDD-A0-02, ASS-PS-12A	DDA with power supply	each	\$853.35
Mechanical Pump Adapter (up to 49 units) price per unit	AssetWorks Inc.	MPA-01-01	MPA-01-01	Mechanical Pump Adapter	each	\$448.49
Mechanical Pump Adapter (50 to 99 units) price per unit	AssetWorks Inc.	MPA-01-01	MPA-01-01	Mechanical Pump Adapter	each	\$412.13
Mechanical Pump Adapter (100 or more units) price per unit	AssetWorks Inc.	MPA-01-01	MPA-01-01	Mechanical Pump Adapter	each	\$387.89
Oil Reel Conversion Kit (up to 49 units) price per unit	AssetWorks Inc.	RDD-MPA-01	RDD-MPA-01	Oil Reel Conversion Kit	each	\$1,973.38
Oil Reel Conversion Kit (50 to 99 units) price per unit	AssetWorks Inc.	RDD-MPA-01	RDD-MPA-01	Oil Reel Conversion Kit	each	\$1,813.37
Oil Reel Conversion Kit (100 or more units) price per unit	AssetWorks Inc.	RDD-MPA-01	RDD-MPA-01	Oil Reel Conversion Kit	each	\$1,706.71
<b>RFC-2500 Vehicle Data Collector</b>						
WAF Box Hi Power w/ mast (up to 49 units) price per unit	AssetWorks Inc.	RPC-RF-06	RPC-RF-06	WAF Box Hi Power w/mast	each	\$768.85
WAF Box Hi Power w/ mast (50 to 99 units) price per unit	AssetWorks Inc.	RPC-RF-06	RPC-RF-06	WAF Box Hi Power w/mast	each	\$706.51
WAF Box Hi Power w/ mast (100 or more units) price per unit	AssetWorks Inc.	RPC-RF-06	RPC-RF-06	WAF Box Hi Power w/mast	each	\$664.95

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
RFU - includes power supply and ribbon cable (up to 49 units) price per unit	AssetWorks Inc.	RGT-RDR-01	RGT-RDR-01	RFU - includes power supply and ribbon cable	each	\$154.28
RFU - includes power supply and ribbon cable (50 to 99 units) price per unit	AssetWorks Inc.	RGT-RDR-01	RGT-RDR-01	RFU - includes power supply and ribbon cable	each	\$141.77
RFU - includes power supply and ribbon cable (100 or more units) price per unit	AssetWorks Inc.	RGT-RDR-01	RGT-RDR-01	RFU - includes power supply and ribbon cable	each	\$133.43
VDC Software Package (up to 49 licenses) price per license	AssetWorks Inc.	SFT-VDC-01	SFT-VDC-01	VDC Software Package	each	\$1,345.48
VDC Software Package (50 to 99 licenses) price per license	AssetWorks Inc.	SFT-VDC-01	SFT-VDC-01	VDC Software Package	each	\$1,236.39
VDC Software Package (100 or more licenses) price per license	AssetWorks Inc.	SFT-VDC-01	SFT-VDC-01	VDC Software Package	each	\$1,163.66
Nozzle Transponders - includes nozzle cover where applicable (up to 199 units) price per unit	AssetWorks Inc.	GENERIC	GENERIC	Nozzle Transponders - includes nozzle cover where applicable	each	\$220.17
Nozzle Transponders - includes nozzle cover where applicable (200 or more units) price per unit	AssetWorks Inc.	GENERIC	GENERIC	Nozzle Transponders - includes nozzle cover where applicable	each	\$208.27
Nozzle Transponder for Wheaton Transit (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-WTN	RID-TR-WTN	Nozzle Transponder for Wheaton Transit	each	\$220.17
Nozzle Transponder for Wheaton Transit (200 or more units) price per unit	AssetWorks Inc.	RID-TR-WTN	RID-TR-WTN	Nozzle Transponder for Wheaton Transit	each	\$208.27
Nozzle Transponder for CNG (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-CNG	RID-TR-CNG	Nozzle Transponder for CNG	each	\$220.17
Nozzle Transponder for CNG (200 or more units) price per unit	AssetWorks Inc.	RID-TR-CNG	RID-TR-CNG	Nozzle Transponder for CNG	each	\$208.27
Nozzle Transponder for Emco A4005 (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-A4005	RID-TR-A4005	Nozzle Transponder for Emco A4005	each	\$220.17
Nozzle Transponder for Emco A4005 (200 or more units) price per unit	AssetWorks Inc.	RID-TR-A4005	RID-TR-A4005	Nozzle Transponder for Emco A4005	each	\$208.27
Nozzle Transponder for Emco A2000 (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-A2000	RID-TR-A2000	Nozzle Transponder for Emco A2000	each	\$220.17
Nozzle Transponder for Emco A2000 (200 or more units) price per unit	AssetWorks Inc.	RID-TR-A2000	RID-TR-A2000	Nozzle Transponder for Emco A2000	each	\$208.27
Nozzle Transponder for Emco A6000 (also OPW7H) (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-A6000	RID-TR-A6000	Nozzle Transponder for Emco A6000 (also OPW7H)	each	\$220.17
Nozzle Transponder for Emco A6000 (also OPW7H) (200 or more units) price per unit	AssetWorks Inc.	RID-TR-A6000	RID-TR-A6000	Nozzle Transponder for Emco A6000 (also OPW7H)	each	\$208.27
Nozzle Transponder for OPW11VF (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-OPW-11-VF	RID-TR-OPW-11-VF	Nozzle Transponder for OPW11VF	each	\$220.17
Nozzle Transponder for OPW11VF (200 or more units) price per unit	AssetWorks Inc.	RID-TR-OPW-11-VF	RID-TR-OPW-11-VF	Nozzle Transponder for OPW11VF	each	\$208.27
Nozzle Transponder for OPW11VAA (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-OPW-11VAA	RID-TR-OPW-11VAA	Nozzle Transponder for OPW11VAA	each	\$220.17
Nozzle Transponder for OPW11VAA (200 or more units) price per unit	AssetWorks Inc.	RID-TR-OPW-11VAA	RID-TR-OPW-11VAA	Nozzle Transponder for OPW11VAA	each	\$208.27
Nozzle Transponder for OPW12VW (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-OPW-12VW	RID-TR-OPW-12VW	Nozzle Transponder for OPW12VW	each	\$220.17
Nozzle Transponder for OPW12VW (200 or more units) price per unit	AssetWorks Inc.	RID-TR-OPW-12VW	RID-TR-OPW-12VW	Nozzle Transponder for OPW12VW	each	\$208.27
Nozzle Transponder for Healy 600 (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-HEALY-600	RID-TR-HEALY-600	Nozzle Transponder for Healy 600	each	\$220.17
Nozzle Transponder for Healy 600 (200 or more units) price per unit	AssetWorks Inc.	RID-TR-HEALY-600	RID-TR-HEALY-600	Nozzle Transponder for Healy 600	each	\$208.27

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Nozzle Transponder for Husky 1+ 5 (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1+5	RID-TR-HUSKY-1+5	Nozzle Transponder for Husky 1+ 5	each	\$220.17
Nozzle Transponder for Husky 1+ 5 (200 or more units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1+5	RID-TR-HUSKY-1+5	Nozzle Transponder for Husky 1+ 5	each	\$208.27
Nozzle Transponder for Husky 1+ 8 (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1+8	RID-TR-HUSKY-1+8	Nozzle Transponder for Husky 1+ 8	each	\$220.17
Nozzle Transponder for Husky 1+ 8 (200 or more units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1+8	RID-TR-HUSKY-1+8	Nozzle Transponder for Husky 1+ 8	each	\$208.27
Nozzle Transponder for Husky 1A (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1A	RID-TR-HUSKY-1A	Nozzle Transponder for Husky 1A	each	\$220.17
Nozzle Transponder for Husky 1A (200 or more units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1A	RID-TR-HUSKY-1A	Nozzle Transponder for Husky 1A	each	\$208.27
Nozzle Transponder for Husky 1VA1 (up to 199 units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1VA1	RID-TR-HUSKY-1VA1	Nozzle Transponder for Husky 1VA1	each	\$220.17
Nozzle Transponder for Husky 1VA1 (200 or more units) price per unit	AssetWorks Inc.	RID-TR-HUSKY-1VA1	RID-TR-HUSKY-1VA1	Nozzle Transponder for Husky 1VA1	each	\$208.27
<b>RFC WAF VIB Vehicle Options</b>				<b>RFC WAF VIB Vehicle Options</b>		
VIB WAF Single Input No PID	AssetWorks Inc.	RID-04-54RF5	RID-04-54RF5	VIB WAF Single Input No PID	each	\$128.88
VIB WAF Single Input No PID (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-54RF5	RID-04-54RF5	VIB WAF Single Input No PID	each	\$125.57
VIB WAF Single Input No PID (4000 or more units) price per unit	AssetWorks Inc.	RID-04-54RF5	RID-04-54RF5	VIB WAF Single Input No PID	each	\$115.66
VIB WAF Dual Input No PID (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF5	RID-04-55RF5	VIB WAF Dual Input No PID	each	\$136.93
VIB WAF Dual Input No PID (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF5	RID-04-55RF5	VIB WAF Dual Input No PID	each	\$133.42
VIB WAF Dual Input No PID (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF5	RID-04-55RF5	VIB WAF Dual Input No PID	each	\$122.89
VIB WAF Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF5-CON	RID-04-55RF5-CON	VIB WAF Dual Input No PID + Connector WO Antenna	each	\$132.91
VIB WAF Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF5-CON	RID-04-55RF5-CON	VIB WAF Dual Input No PID + Connector WO Antenna	each	\$129.50
VIB WAF Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF5-CON	RID-04-55RF5-CON	VIB WAF Dual Input No PID + Connector WO Antenna	each	\$119.28
VIB WAF J1708 Dual Input No PID (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF6	RID-04-55RF6	VIB WAF J1708 Dual Input No PID	each	\$159.49
VIB WAF J1708 Dual Input No PID (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF6	RID-04-55RF6	VIB WAF J1708 Dual Input No PID	each	\$155.40
VIB WAF J1708 Dual Input No PID (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF6	RID-04-55RF6	VIB WAF J1708 Dual Input No PID	each	\$143.13
VIB WAF J1708 Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF6-CON	RID-04-55RF6-CON	VIB WAF J1708 Dual Input No PID + Connector WO Antenna	each	\$155.46
VIB WAF J1708 Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF6-CON	RID-04-55RF6-CON	VIB WAF J1708 Dual Input No PID + Connector WO Antenna	each	\$151.47
VIB WAF J1708 Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF6-CON	RID-04-55RF6-CON	VIB WAF J1708 Dual Input No PID + Connector WO Antenna	each	\$139.52
VIB WAF J1939 Dual Input No PID (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF7	RID-04-55RF7	VIB WAF J1939 Dual Input No PID	each	\$159.49
VIB WAF J1939 Dual Input No PID (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF7	RID-04-55RF7	VIB WAF J1939 Dual Input No PID	each	\$155.40

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
VIB WAF J1939 Dual Input No PID (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF7	RID-04-55RF7	VIB WAF J1939 Dual Input No PID	each	\$143.13
VIB WAF J1939 Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF7-CON	RID-04-55RF7-CON	VIB WAF J1939 Dual Input No PID + Connector WO Antenna	each	\$155.46
VIB WAF J1939 Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF7-CON	RID-04-55RF7-CON	VIB WAF J1939 Dual Input No PID + Connector WO Antenna	each	\$151.47
VIB WAF J1939 Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF7-CON	RID-04-55RF7-CON	VIB WAF J1939 Dual Input No PID + Connector WO Antenna	each	\$139.52
VIB WAF Canbus Dual Input No PID (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF7	RID-04-55RF7	VIB WAF Canbus Dual Input No PID	each	\$159.49
VIB WAF Canbus Dual Input No PID (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF7	RID-04-55RF7	VIB WAF Canbus Dual Input No PID	each	\$155.40
VIB WAF Canbus Dual Input No PID (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF7	RID-04-55RF7	VIB WAF Canbus Dual Input No PID	each	\$143.13
VIB WAF Canbus Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit	AssetWorks Inc.	RID-04-55RF7-CON	RID-04-55RF7-CON	VIB WAF Canbus Dual Input No PID + Connector WO Antenna	each	\$155.46
VIB WAF Canbus Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit	AssetWorks Inc.	RID-04-55RF7-CON	RID-04-55RF7-CON	VIB WAF Canbus Dual Input No PID + Connector WO Antenna	each	\$151.47
VIB WAF Canbus Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit	AssetWorks Inc.	RID-04-55RF7-CON	RID-04-55RF7-CON	VIB WAF Canbus Dual Input No PID + Connector WO Antenna	each	\$139.52
VIB Lite - ID Only (up to 1499 units) price per unit	AssetWorks Inc.			VIB Lite - ID Only	each	\$54.03
VIB Lite - ID Only (1500 to 3999 units) price per unit	AssetWorks Inc.			VIB Lite - ID Only	each	\$52.64
VIB Lite - ID Only (4000 or more units) price per unit	AssetWorks Inc.			VIB Lite - ID Only	each	\$48.49
<b>RFC WAF VIB Antenna Options</b>				<b>RFC WAF VIB Antenna Options</b>		
Galtronic Antenna for RVB (RM915) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-GAL-01	RVC-GAL-01	Galtronic Antenna for RVB (RM915)	each	\$15.72
Galtronic Antenna for RVB (RM915) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-GAL-01	RVC-GAL-01	Galtronic Antenna for RVB (RM915)	each	\$15.31
Galtronic Antenna for RVB (RM915) (4000 or more units) price per unit	AssetWorks Inc.	RVC-GAL-01	RVC-GAL-01	Galtronic Antenna for RVB (RM915)	each	\$14.11
AVIV Antenna for RVB (RM915) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-AVV-01	RVC-AVV-01	AVIV Antenna for RVB (RM915)	each	\$15.72
AVIV Antenna for RVB (RM915) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-AVV-01	RVC-AVV-01	AVIV Antenna for RVB (RM915)	each	\$15.31
AVIV Antenna for RVB (RM915) (4000 or more units) price per unit	AssetWorks Inc.	RVC-AVV-01	RVC-AVV-01	AVIV Antenna for RVB (RM915)	each	\$14.11
Mars Antenna for RVB (RM915) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-MRS-01	RVC-MRS-01	Mars Antenna for RVB (RM915)	each	\$24.56
Mars Antenna for RVB (RM915) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-MRS-01	RVC-MRS-01	Mars Antenna for RVB (RM915)	each	\$23.93
Mars Antenna for RVB (RM915) (4000 or more units) price per unit	AssetWorks Inc.	RVC-MRS-01	RVC-MRS-01	Mars Antenna for RVB (RM915)	each	\$22.04
<b>RFC WAF VIB - Other Options</b>				<b>RFC WAF VIB - Other Options</b>		
ID Clips for ID Box (up to 1499 units) price per unit	AssetWorks Inc.	RDL-ID-50	RDL-ID-50	ID Clips for ID Box	each	\$5.89
ID Clips for ID Box (1500 to 3999 units) price per unit	AssetWorks Inc.	RDL-ID-50	RDL-ID-50	ID Clips for ID Box	each	\$5.74
ID Clips for ID Box (4000 or more units) price per unit	AssetWorks Inc.	RDL-ID-50	RDL-ID-50	ID Clips for ID Box	each	\$5.29
RVB Cover (Rubber) (up to 1499 units) price per unit	AssetWorks Inc.	ACC-CV-01	ACC-CV-01	RVB Cover (Rubber)	each	\$15.72
RVB Cover (Rubber) (1500 to 3999 units) price per unit	AssetWorks Inc.	ACC-CV-01	ACC-CV-01	RVB Cover (Rubber)	each	\$15.31

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
RVB Cover (Rubber) (4000 or more units) price per unit	AssetWorks Inc.	ACC-CV-01	ACC-CV-01	RVB Cover (Rubber)	each	\$14.11
RVB Programmer (up to 19 units) price per unit	AssetWorks Inc.	RCB-03-03RF	RCB-03-03RF	RVB Programmer	each	\$1,257.36
RVB Programmer (20-99 units) price per unit	AssetWorks Inc.	RCB-03-03RF	RCB-03-03RF	RVB Programmer	each	\$1,225.12
RVB Programmer (101 or more units) price per unit	AssetWorks Inc.	RCB-03-03RF	RCB-03-03RF	RVB Programmer	each	\$1,128.40
J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min (up to 499 units) price per unit	AssetWorks Inc.	DG-J1939-04-CABLE	DG-J1939-04-CABLE	J1708 6 Pin Deutsch Easy Connect Cable	each	\$33.59
J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min (500-3,999 units) price per unit	AssetWorks Inc.	DG-J1939-04-CABLE	DG-J1939-04-CABLE	J1708 6 Pin Deutsch Easy Connect Cable	each	\$32.73
J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min (4,000 or more units) price per unit	AssetWorks Inc.	DG-J1939-04-CABLE	DG-J1939-04-CABLE	J1708 6 Pin Deutsch Easy Connect Cable	each	\$30.15
						\$0.00
J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min (up to 499 units) price per unit	AssetWorks Inc.	DG-J1939-09-CABLE	DG-J1939-09-CABLE	J1708 9 Pin Deutsch Easy Connect Cable	each	\$43.24
J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min (500-3,999 units) price per unit	AssetWorks Inc.	DG-J1939-09-CABLE	DG-J1939-09-CABLE	J1708 9 Pin Deutsch Easy Connect Cable	each	\$42.14
J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min (4,000 or more units) price per unit	AssetWorks Inc.	DG-J1939-09-CABLE	DG-J1939-09-CABLE	J1708 9 Pin Deutsch Easy Connect Cable	each	\$38.81
OBDII Canbus Easy Connect Cable - 100 piece min (up to 499 units) price per unit	AssetWorks Inc.	OB-J1939-09-CABLE	OB-J1939-09-CABLE	OBDII Canbus Easy Connect Cable	each	\$25.87
OBDII Canbus Easy Connect Cable - 100 piece min (500 to 3,999 units) price per unit	AssetWorks Inc.	OB-J1939-09-CABLE	OB-J1939-09-CABLE	OBDII Canbus Easy Connect Cable	each	\$25.21
OBDII Canbus Easy Connect Cable - 100 piece min (4,000 units or more) price per unit	AssetWorks Inc.	OB-J1939-09-CABLE	OB-J1939-09-CABLE	OBDII Canbus Easy Connect Cable	each	\$23.22
<b>RFC VIB Fuel Inlet Antenna</b>				<b>RFC VIB Fuel Inlet Antenna</b>		
N-Ring L type (2-7/8")	AssetWorks Inc.	RNA-01-03U	RNA-01-03U	N-Ring L type (2-7/8")	each	\$18.17
N-Ring L type (2-7/8") (1500 to 3999 units) price per unit	AssetWorks Inc.	RNA-01-03U	RNA-01-03U	N-Ring L type (2-7/8")	each	\$17.71
N-Ring L type (2-7/8") (4000 or more units) price per unit	AssetWorks Inc.	RNA-01-03U	RNA-01-03U	N-Ring L type (2-7/8")	each	\$16.31
T-Ring 2-1/8 (R-57UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-57U	RVC-01-57U	T-Ring 2-1/8 (R-57UL)	each	\$18.17
T-Ring 2-1/8 (R-57UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-57U	RVC-01-57U	T-Ring 2-1/8 (R-57UL)	each	\$17.71
T-Ring 2-1/8 (R-57UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-57U	RVC-01-57U	T-Ring 2-1/8 (R-57UL)	each	\$16.31
Vehicle Coil R-65UL (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-65U	RVC-01-65U	Vehicle Coil R-65UL	each	\$18.17
Vehicle Coil R-65UL (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-65U	RVC-01-65U	Vehicle Coil R-65UL	each	\$17.71
Vehicle Coil R-65UL (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-65U	RVC-01-65U	Vehicle Coil R-65UL	each	\$16.31
T-Ring 3.0 (R-80UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-80U	RVC-01-80U	T-Ring 3.0 (R-80UL)	each	\$18.17
T-Ring 3.0 (R-80UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-80U	RVC-01-80U	T-Ring 3.0 (R-80UL)	each	\$17.71
T-Ring 3.0 (R-80UL) (4000 or more units ) price per unit	AssetWorks Inc.	RVC-01-80U	RVC-01-80U	T-Ring 3.0 (R-80UL)	each	\$16.31
T-Ring 3-13/16 (R-100UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-A0U	RVC-01-A0U	T-Ring 3-13/16 (R-100UL)	each	\$18.17
T-Ring 3-13/16 (R-100UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-A0U	RVC-01-A0U	T-Ring 3-13/16 (R-100UL)	each	\$17.71
T-Ring 3-13/16 (R-100UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-A0U	RVC-01-A0U	T-Ring 3-13/16 (R-100UL)	each	\$16.31
T-Ring 4-13/16 (R-125UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-B5U	RVC-01-B5U	T-Ring 4-13/16 (R-125UL)	each	\$18.17
T-Ring 4-13/16 (R-125UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-B5U	RVC-01-B5U	T-Ring 4-13/16 (R-125UL)	each	\$17.71
T-Ring 4-13/16 (R-125UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-B5U	RVC-01-B5U	T-Ring 4-13/16 (R-125UL)	each	\$16.31
Slim Coils (up to 1499 units) price per unit	AssetWorks Inc.	RVS-01-70U	RVS-01-70U	Slim Coils	each	\$18.17
Slim Coils (1500 to 3999 units) price per unit	AssetWorks Inc.	RVS-01-70U	RVS-01-70U	Slim Coils	each	\$17.71
Slim Coils	AssetWorks Inc.	RVS-01-70U	RVS-01-70U	Slim Coils	each	\$16.31
T-Ring 2-1/8 (R-57UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-57U	RVC-01-57U	T-Ring 2-1/8 (R-57UL)	each	\$18.17
T-Ring 2-1/8 (R-57UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-57U	RVC-01-57U	T-Ring 2-1/8 (R-57UL)	each	\$17.71

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
T-Ring 2-1/8 (R-57UL)	AssetWorks Inc.	RVC-01-57U	RVC-01-57U	T-Ring 2-1/8 (R-57UL)	each	\$16.31
T-Ring 2.5" 2-5/15 (X-2.5UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-03-25U	RVC-03-25U	T-Ring 2.5" 2-5/15 (X-2.5UL)	each	\$18.17
T-Ring 2.5" 2-5/15 (X-2.5UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-03-25U	RVC-03-25U	T-Ring 2.5" 2-5/15 (X-2.5UL)	each	\$17.71
T-Ring 2.5" 2-5/15 (X-2.5UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-03-25U	RVC-03-25U	T-Ring 2.5" 2-5/15 (X-2.5UL)	each	\$16.31
T-Ring 3.0 (R-80UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-70U	RVC-01-70U	T-Ring 3.0 (R-80UL)	each	\$18.17
T-Ring 3.0 (R-80UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-70U	RVC-01-70U	T-Ring 3.0 (R-80UL)	each	\$17.71
T-Ring 3.0 (R-80UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-70U	RVC-01-70U	T-Ring 3.0 (R-80UL)	each	\$16.31
T-Ring 2-5/8 (R-70UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-80U	RVC-01-80U	T-Ring 2-5/8 (R-70UL)	each	\$18.17
T-Ring 2-5/8 (R-70UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-80U	RVC-01-80U	T-Ring 2-5/8 (R-70UL)	each	\$17.71
T-Ring 2-5/8 (R-70UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-80U	RVC-01-80U	T-Ring 2-5/8 (R-70UL)	each	\$16.31
T-Ring 4-3/16 (R-110UL) (up to 1499 units) price per unit	AssetWorks Inc.	RVC-01-A1U	RVC-01-A1U	T-Ring 4-3/16 (R-110UL)	each	\$18.17
T-Ring 4-3/16 (R-110UL) (1500 to 3999 units) price per unit	AssetWorks Inc.	RVC-01-A1U	RVC-01-A1U	T-Ring 4-3/16 (R-110UL)	each	\$17.71
T-Ring 4-3/16 (R-110UL) (4000 or more units) price per unit	AssetWorks Inc.	RVC-01-A1U	RVC-01-A1U	T-Ring 4-3/16 (R-110UL)	each	\$16.31
Vehicle Coil with PVC Cover S-75 (up to 1499 units) price per unit	AssetWorks Inc.	RVS-01-75U	RVS-01-75U	Vehicle Coil with PVC Cover S-75	each	\$18.17
Vehicle Coil with PVC Cover S-75 (1500 to 3999 units) price per unit	AssetWorks Inc.	RVS-01-75U	RVS-01-75U	Vehicle Coil with PVC Cover S-75	each	\$17.71
Vehicle Coil with PVC Cover S-75 (4000 or more units) price per unit	AssetWorks Inc.	RVS-01-75U	RVS-01-75U	Vehicle Coil with PVC Cover S-75	each	\$16.31
Dashboard Coil	AssetWorks Inc.	RNA-DSH-01	RNA-DSH-01	Dashboard Coil	each	\$18.17
Dashboard Coil (1500 to 3999 units) price per unit	AssetWorks Inc.	RNA-DSH-01	RNA-DSH-01	Dashboard Coil	each	\$17.71
Dashboard Coil (4000 or more units) price per unit	AssetWorks Inc.	RNA-DSH-01	RNA-DSH-01	Dashboard Coil	each	\$16.31
<b>Spare Parts kits</b>				<b>Spare Parts kits</b>		
Spare Part Kit - 4 Hose (up to 9 units) price per unit	AssetWorks Inc.	RKT-2500-040	RKT-2500-040	Spare Part Kit - 4 Hose	each	\$4,948.48
Spare Part Kit - 4 Hose (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-040	RKT-2500-040	Spare Part Kit - 4 Hose	each	\$4,673.56
Spare Kit 4 HID (up to 9 units) price per unit	AssetWorks Inc.	RKT-2500-04H	RKT-2500-04H	Spare Kit 4 HID	each	\$5,297.58
Spare Kit 4 HID (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-04H	RKT-2500-04H	Spare Kit 4 HID	each	\$5,003.27
Spare Kit 4 MAG (up to 9 units) price per unit	AssetWorks Inc.	RKT-2500-04M	RKT-2500-04M	Spare Kit 4 MAG	each	\$5,175.39
Spare Kit 4 MAG (up to 10 units) price per unit	AssetWorks Inc.	RKT-2500-04M	RKT-2500-04M	Spare Kit 4 MAG	each	\$4,887.87
Spare 4 HID/MAG (up to 9 units) price per unit	AssetWorks Inc.	RKT-2500-04MH	RKT-2500-04MH	Spare 4 HID/MAG	each	\$5,524.49
Spare 4 HID/MAG (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-04MH	RKT-2500-04MH	Spare 4 HID/MAG	each	\$5,217.58
Spare Part Kit - 8 Hose (up to 9 units) price per unit	AssetWorks Inc.	RKT-2500-080	RKT-2500-080	Spare Part Kit - 8 Hose	each	\$5,149.21
Spare Part Kit - 8 Hose (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-080	RKT-2500-080	Spare Part Kit - 8 Hose	each	\$4,863.14
Spare Kit 8 HID (up 9 units) price per unit	AssetWorks Inc.	RKT-2500-08H	RKT-2500-08H	Spare Kit 8 HID	each	\$5,498.31
Spare Kit 8 HID (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-08H	RKT-2500-08H	Spare Kit 8 HID	each	\$5,192.84
Spare Kit 8 MAG (up 9 units) price per unit	AssetWorks Inc.	RKT-2500-08M	RKT-2500-08M	Spare Kit 8 MAG	each	\$5,376.12
Spare Kit 8 MAG (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-08M	RKT-2500-08M	Spare Kit 8 MAG	each	\$5,077.45
Spare 8 HID/MAG (up to 9 units) price per unit	AssetWorks Inc.	RKT-2500-08MH	RKT-2500-08MH	Spare 8 HID/MAG	each	\$5,725.22
Spare 8 HID/MAG (10 or more units) price per unit	AssetWorks Inc.	RKT-2500-08MH	RKT-2500-08MH	Spare 8 HID/MAG	each	\$5,407.15
<b>Spare Parts - Individual</b>				<b>Spare Parts - Individual</b>		
Panel Board (up to 9 units) price per unit	AssetWorks Inc.	ASS-21-19	ASS-21-19	Panel Board	each	\$1,169.48
Panel Board (10 or more units) price per unit	AssetWorks Inc.	ASS-21-19	ASS-21-19	Panel Board	each	\$1,104.51

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
CPU Board (without frameware) (up to 9 units) price per unit	AssetWorks Inc.	CPU-2500-5823	CPU-2500-5823	CPU Board (without frameware)	each	\$1,003.66
CPU Board (without frameware) (10 or more units) price per unit	AssetWorks Inc.	CPU-2500-5823	CPU-2500-5823	CPU Board (without frameware)	each	\$947.90
Pump Board (up to 9 units) price per unit	AssetWorks Inc.	ASS-48-07	ASS-48-07	Pump Board	each	\$1,483.67
Pump Board (10 or more units) price per unit	AssetWorks Inc.	ASS-48-07	ASS-48-07	Pump Board	each	\$1,401.24
4 Channel Junction Board (up to 9 units) price per unit	AssetWorks Inc.	ASS-70-82	ASS-70-82	4 Channel Junction Board	each	\$218.19
4 Channel Junction Board (10 or more units) price per unit	AssetWorks Inc.	ASS-70-82	ASS-70-82	4 Channel Junction Board	each	\$206.07
8 Channel Junction Board (up to 9 units) price per unit	AssetWorks Inc.	ASS-20-79	ASS-20-79	8 Channel Junction Board	each	\$418.92
8 Channel Junction Board (10 or more units) price per unit	AssetWorks Inc.	ASS-20-79	ASS-20-79	8 Channel Junction Board	each	\$395.65
4 Channels Electric Board (up to 9 units) price per unit	AssetWorks Inc.	ASS-20-56A	ASS-20-56A	4 Channels Electric Board	each	\$384.01
4 Channels Electric Board (10 or more units) price per unit	AssetWorks Inc.	ASS-20-56A	ASS-20-56A	4 Channels Electric Board	each	\$362.67
Dispenser Bypass Card (up to 9 units) price per unit	AssetWorks Inc.	ASS-22-06	ASS-22-06	Dispenser Bypass Card	each	\$48.87
Dispenser Bypass Card (10 or more units) price per unit	AssetWorks Inc.	ASS-22-06	ASS-22-06	Dispenser Bypass Card	each	\$46.16
Power Supply (up to 9 units) price per unit	AssetWorks Inc.	RPS-2500-1205	RPS-2500-1205	Power Supply	each	\$232.16
Power Supply (10 or more units) price per unit	AssetWorks Inc.	RPS-2500-1205	RPS-2500-1205	Power Supply	each	\$219.26
Power Box (fuse, surge protection, switch and filter) (up to 9 units) price per unit	AssetWorks Inc.	RKT-PS-BK	RKT-PS-BK	Power Box (fuse, surge protection, switch and filter)	each	\$99.50
Power Box (fuse, surge protection, switch and filter) (10 or more units) price per unit	AssetWorks Inc.	RKT-PS-BK	RKT-PS-BK	Power Box (fuse, surge protection, switch and filter)	each	\$93.97
Cooling Fan (up to 9 units) price per unit	AssetWorks Inc.	FAN-01-01	FAN-01-01	Cooling Fan	each	\$29.68
Cooling Fan (10 or more units) price per unit	AssetWorks Inc.	FAN-01-01	FAN-01-01	Cooling Fan	each	\$28.03
Keypad (up to 9 units) price per unit	AssetWorks Inc.	ACC-KB-16	ACC-KB-16	Keypad	each	\$261.82
Keypad (10 or more units) price per unit	AssetWorks Inc.	ACC-KB-16	ACC-KB-16	Keypad	each	\$247.28
RFU Adaptor (up to 9 units) price per unit	AssetWorks Inc.	ASS-22-35	ASS-22-35	RFU Adaptor	each	\$89.02
RFU Adaptor (10 or more units) price per unit	AssetWorks Inc.	ASS-22-35	ASS-22-35	RFU Adaptor	each	\$84.08
LCD Display (up to 9 units) price per unit	AssetWorks Inc.	RFC-DS-00	RFC-DS-00	LCD Display	each	\$20.95
LCD Display (10 or more units) price per unit	AssetWorks Inc.	RFC-DS-00	RFC-DS-00	LCD Display	each	\$19.78
Magnetic Card Reader (up to 9 units)	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Magnetic Card Reader (up to 9 units)	each	\$226.91
Magnetic Card Reader (10 or more units)	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Magnetic Card Reader (10 or more units)	each	\$214.31
HID Reader (up to 9 units)	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID Reader (up to 9 units)	each	\$349.10
HID Reader (10 or more units)	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID Reader (10 or more units)	each	\$329.70
Head Lock (up to 9 units) price per unit	AssetWorks Inc.	LCK-01-00	LCK-01-00	Head Lock	each	\$34.91
Head Lock (10 or more units) price per unit	AssetWorks Inc.	LCK-01-00	LCK-01-00	Head Lock	each	\$32.97
Flash Disk (Programmed) (up to 9 units) price per unit	AssetWorks Inc.	ASS-FD-512	ASS-FD-512	Flash Disk (Programmed)	each	\$139.64
Flash Disk (Programmed) (10 or more units) price per unit	AssetWorks Inc.	ASS-FD-512	ASS-FD-512	Flash Disk (Programmed)	each	\$131.88
4 Channels Electric Board (up to 9 units) price per unit	AssetWorks Inc.	ASS-20-56A	ASS-20-56A	4 Channels Electric Board	each	\$384.01
4 Channels Electric Board (10 or more units) price per unit	AssetWorks Inc.	ASS-20-56A	ASS-20-56A	4 Channels Electric Board	each	\$362.67
Dispenser Bypass Card (up to 9 units) price per unit	AssetWorks Inc.	ASS-22-06	ASS-22-06	Dispenser Bypass Card	each	\$48.87
Dispenser Bypass Card (10 or more units) price per unit	AssetWorks Inc.	ASS-22-06	ASS-22-06	Dispenser Bypass Card	each	\$46.16
Power Supply (up to 9 units) price per unit	AssetWorks Inc.	RPS-2500-1205	RPS-2500-1205	Power Supply	each	\$232.16

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Power Supply (10 or more units) price per unit	AssetWorks Inc.	RPS-2500-1205	RPS-2500-1205	Power Supply	each	\$219.26
Power Box (fuse, surge protection, switch and filter) (up to 9 units) price per unit	AssetWorks Inc.	RKT-PS-BK	RKT-PS-BK	Power Box (fuse, surge protection, switch and filter)	each	\$99.50
Power Box (fuse, surge protection, switch and filter) (10 or more units) price per unit	AssetWorks Inc.	RKT-PS-BK	RKT-PS-BK	Power Box (fuse, surge protection, switch and filter)	each	\$93.97
Cooling Fan (up to 9 units) price per unit	AssetWorks Inc.	FAN-01-01	FAN-01-01	Cooling Fan	each	\$29.68
Cooling Fan (10 or more units) price per unit	AssetWorks Inc.	FAN-01-01	FAN-01-01	Cooling Fan	each	\$28.03
Keypad (up to 9 units) price per unit	AssetWorks Inc.	ACC-KB-16	ACC-KB-16	Keypad	each	\$261.82
Keypad (10 or more units) price per unit	AssetWorks Inc.	ACC-KB-16	ACC-KB-16	Keypad	each	\$247.28
RFU Adaptor (up to 9 units) price per unit	AssetWorks Inc.	ASS-22-35	ASS-22-35	RFU Adaptor	each	\$89.02
RFU Adaptor (10 or more units) price per unit	AssetWorks Inc.	ASS-22-35	ASS-22-35	RFU Adaptor	each	\$84.08
LCD Display (up to 9 units) price per unit	AssetWorks Inc.	RFC-DS-00	RFC-DS-00	LCD Display	each	\$20.95
LCD Display (10 or more units) price per unit	AssetWorks Inc.	RFC-DS-00	RFC-DS-00	LCD Display	each	\$19.78
Magnetic Card Reader (up to 9 units) price per unit	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Magnetic Card Reader	each	\$226.91
Magnetic Card Reader (10 or more units) price per unit	AssetWorks Inc.	RDR-MG-00	RDR-MG-00	Magnetic Card Reader	each	\$214.31
HID Reader (up to 9 units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID Reader	each	\$349.10
HID Reader (10 or more units) price per unit	AssetWorks Inc.	RDR-HI-01	RDR-HI-01	HID Reader	each	\$329.70
Head Lock (up to 9 units) price per unit	AssetWorks Inc.	LCK-01-00	LCK-01-00	Head Lock	each	\$34.91
Head Lock (10 or more units) price per unit	AssetWorks Inc.	LCK-01-00	LCK-01-00	Head Lock	each	\$32.97
HID Keys (up to 4999 units) price per unit	AssetWorks Inc.	630-21-KEY	630-21-KEY	HID Keys	each	\$6.35
HID Keys (5000 or more units) price per unit	AssetWorks Inc.	630-21-KEY	630-21-KEY	HID Keys	each	\$5.99
Banner Overhead Sensors (up to 49 units) price per unit	AssetWorks Inc.	BNR-SR-4901	BNR-SR-4901	Banner Overhead Sensors	each	\$333.23
Banner Overhead Sensors (50 or more units) price per unit	AssetWorks Inc.	BNR-SR-5002	BNR-SR-5002	Banner Overhead Sensors	each	\$314.72
Omron DPST-NO Relays (up to 99 units) price per unit	AssetWorks Inc.	OM-DPST-099	OM-DPST-099	Omron DPST-NO Relays	each	\$31.74
Omron DPST-NO Relays (100 or more units) price per unit	AssetWorks Inc.	OM-DPST-100	OM-DPST-100	Omron DPST-NO Relays	each	\$29.97
Omron Base (up to 99 units) price per unit	AssetWorks Inc.	OM-BSE-099	OM-BSE-099	Omron Base	each	\$15.41
Omron Base (100 or more units) price per unit	AssetWorks Inc.	OM-BSE-100	OM-BSE-100	Omron Base	each	\$14.56
<b>Base System Charge, Non-Bus/Non-transit vehicle assets.</b>						
<b>Orders up to \$100,000:</b>						
FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)		each	\$39.80
FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$38.20
FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$35.82
FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$33.43
FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$31.84
FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$27.86
FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$23.88

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$22.29
FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$19.90
FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$15.92
FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$11.94
FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$7.96
FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$5.97
FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$3.98
<b>Base System Charge, Non-Bus/Non-transit vehicle assets. Orders over \$100,000 to \$200,000:</b>						
FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$34.76
FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$33.37
FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$31.28
FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$29.20
FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$27.81
FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$24.33
FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$20.86
FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$19.46
FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$17.38
FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$13.90
FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$10.43
FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$6.95
FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$5.21
FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$3.48
<b>Base System Charge, Non-Bus/Non-transit vehicle assets. Orders over \$200,000:</b>						

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$29.72
FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$28.53
FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$26.75
FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$24.97
FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$23.78
FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$20.80
FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$17.83
FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$16.64
FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$14.86
FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$11.89
FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$8.92
FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$5.94
FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$4.46
FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - per vehicle (non-bus/transit)	each	\$2.97
<b>Base System Charge, transit vehicle assets. Orders up to \$100,000:</b>						
FleetFocus Size (0 - 49 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (0 - 49 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (0 - 49 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$397.96
FleetFocus Size (50 - 99 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (50 - 99 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (50 - 99 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$378.06
FleetFocus Size (100 - 199 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (100 - 199 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (100 - 199 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$358.17
FleetFocus Size (200 - 299 Units)-per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (200 - 299 Units)-per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (200 - 299 Units)-per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$338.27
FleetFocus Size (300-399 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (300-399 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (300-399 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$318.37
FleetFocus Size (400 - 499 Units)-per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (400 - 499 Units)-per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (400 - 499 Units)-per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$298.47
FleetFocus Size (500-759 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (500-759 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (500-759 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$258.68
FleetFocus Size (750- 999 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (750- 999 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (750- 999 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$238.78
FleetFocus Size (1000-1999 Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (1000-1999 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (1000-1999 Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$218.88
FleetFocus Size (2000+ Units)- per vehicle unit (bus/ transit vehicle unit)	AssetWorks Inc.	FleetFocus Size (2000+ Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Size (2000+ Units)- per vehicle unit (bus/ transit vehicle unit)	FleetFocus Base System - per vehicle (bus/transit)	each	\$198.98



Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$716.33
RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$676.54
RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$636.74
RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$596.94
RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$557.15
<b>Base System Charge, Rail vehicle assets. Orders over \$100,000 to \$200,000:</b>						
RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$695.18
RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$660.42
RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$625.66
RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$590.90
RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$556.14
RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$521.38
RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$486.62
<b>Base System Charge, Rail vehicle assets. Orders over \$200,000:</b>						
RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$594.43
RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$564.70
RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$534.98
RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$505.26
RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$475.54
RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$445.82
RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	AssetWorks Inc.	RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit)	RailFocus Base System - per rail vehicle unit	each	\$416.10
<b>Base System Charge, Linear Assets. Orders up to \$100,000:</b>						
LinearFocus Size (0 - 49 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (0 - 49 Units)- per track (route) mile	LinearFocus Size (0 - 49 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$1,591.85
LinearFocus Size (50 - 249 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (50 - 249 Units)- per track (route) mile	LinearFocus Size (50 - 249 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$1,193.89
LinearFocus Size (250- 499 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (250- 499 Units)- per track (route) mile	LinearFocus Size (250- 499 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$994.91
LinearFocus Size (500 - 749 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (500 - 749 Units)- per track (route) mile	LinearFocus Size (500 - 749 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$795.93
LinearFocus Size (750 - 999 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (750 - 999 Units)- per track (route) mile	LinearFocus Size (750 - 999 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$716.33

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
LinearFocus Size (1000+ plus Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (1000+ plus Units)- per track (route) mile	LinearFocus Size (1000+ plus Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$676.54
<b>Base System Charge, Linear Assets. Orders over \$100,000 to \$200,000:</b>						
LinearFocus Size (0 - 49 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (0 - 49 Units)- per track (route) mile	LinearFocus Size (0 - 49 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$1,390.35
LinearFocus Size (50 - 249 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (50 - 249 Units)- per track (route) mile	LinearFocus Size (50 - 249 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$1,042.76
LinearFocus Size (250- 499 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (250- 499 Units)- per track (route) mile	LinearFocus Size (250- 499 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$868.97
LinearFocus Size (500 - 749 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (500 - 749 Units)- per track (route) mile	LinearFocus Size (500 - 749 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$695.18
LinearFocus Size (750 - 999 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (750 - 999 Units)- per track (route) mile	LinearFocus Size (750 - 999 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$625.66
LinearFocus Size (1000+ plus Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (1000+ plus Units)- per track (route) mile	LinearFocus Size (1000+ plus Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$590.90
<b>Base System Charge, Linear Assets. Orders over \$200,000:</b>						
LinearFocus Size (0 - 49 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (0 - 49 Units)- per track (route) mile	LinearFocus Size (0 - 49 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$1,188.85
LinearFocus Size (50 - 249 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (50 - 249 Units)- per track (route) mile	LinearFocus Size (50 - 249 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$891.64
LinearFocus Size (250- 499 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (250- 499 Units)- per track (route) mile	LinearFocus Size (250- 499 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$743.03
LinearFocus Size (500 - 749 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (500 - 749 Units)- per track (route) mile	LinearFocus Size (500 - 749 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$594.43
LinearFocus Size (750 - 999 Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (750 - 999 Units)- per track (route) mile	LinearFocus Size (750 - 999 Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$534.98
LinearFocus Size (1000+ plus Units)- per track (route) mile	AssetWorks Inc.	LinearFocus Size (1000+ plus Units)- per track (route) mile	LinearFocus Size (1000+ plus Units)- per track (route) mile	LinearFocus Base System - per track (route) mile	each	\$505.26
<b>EquipmentFocus for Comm. Equipment. Orders up to \$100,000:</b>						
EquipmentFocus for Comm. Equipment, per asset (1-4999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (1-4999)	EquipmentFocus for Comm. Equipment, per asset (1-4999)	EquipmentFocus for Comm Equipment - per asset	each	\$7.96
EquipmentFocus for Comm. Equipment, per asset (5000-9999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (5000-9999)	EquipmentFocus for Comm. Equipment, per asset (5000-9999)	EquipmentFocus for Comm Equipment - per asset	each	\$6.37
EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	EquipmentFocus for Comm Equipment - per asset	each	\$4.78
EquipmentFocus for Comm. Equipment, per asset (15000-19999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (15000-19999)	EquipmentFocus for Comm. Equipment, per asset (15000-19999)	EquipmentFocus for Comm Equipment - per asset	each	\$3.98
EquipmentFocus for Comm. Equipment, per asset (20000+)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (20000+)	EquipmentFocus for Comm. Equipment, per asset (20000+)	EquipmentFocus for Comm Equipment - per asset	each	\$3.58
<b>Component assets</b>						
3 to 1 ratio included in base license						
Additional component licenses:						
Component asset licenses, per asset (1-4999)	AssetWorks Inc.	Component asset licenses, per asset (1-4999)	Component asset licenses, per asset (1-4999)	Component asset licenses - per asset	each	\$7.96
Component asset licenses, per asset (5000-9999)	AssetWorks Inc.	Component asset licenses, per asset (5000-9999)	Component asset licenses, per asset (5000-9999)	Component asset licenses - per asset	each	\$6.37
Component asset licenses, per asset (10,000-14999)	AssetWorks Inc.	Component asset licenses, per asset (10,000-14999)	Component asset licenses, per asset (10,000-14999)	Component asset licenses - per asset	each	\$5.57
Component asset licenses, per asset (15000-19999)	AssetWorks Inc.	Component asset licenses, per asset (15000-19999)	Component asset licenses, per asset (15000-19999)	Component asset licenses - per asset	each	\$4.78

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Component asset licenses, per asset (20000+)	AssetWorks Inc.	Component asset licenses, per asset (20000+)	Component asset licenses, per asset (20000+)	Component asset licenses - per asset	each	\$3.98
<b>EquipmentFocus for Comm. Equipment. Orders over \$100,000 to \$200,000:</b>						
EquipmentFocus for Comm. Equipment, per asset (1-4999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (1-4999)	EquipmentFocus for Comm. Equipment, per asset (1-4999)	EquipmentFocus for Comm Equipment - per asset	each	\$6.95
EquipmentFocus for Comm. Equipment, per asset (5000-9999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (5000-9999)	EquipmentFocus for Comm. Equipment, per asset (5000-9999)	EquipmentFocus for Comm Equipment - per asset	each	\$5.56
EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	EquipmentFocus for Comm Equipment - per asset	each	\$4.17
EquipmentFocus for Comm. Equipment, per asset (15000-19999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (15000-19999)	EquipmentFocus for Comm. Equipment, per asset (15000-19999)	EquipmentFocus for Comm Equipment - per asset	each	\$3.48
EquipmentFocus for Comm. Equipment, per asset (20000+)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (20000+)	EquipmentFocus for Comm. Equipment, per asset (20000+)	EquipmentFocus for Comm Equipment - per asset	each	\$3.13
<b>Component assets</b>						
3 to 1 ratio included in base license						
Additional component licenses:						
Component asset licenses, per asset (1-4999)	AssetWorks Inc.	Component asset licenses, per asset (1-4999)	Component asset licenses, per asset (1-4999)	Component asset licenses - per asset	each	\$6.95
Component asset licenses, per asset (5000-9999)	AssetWorks Inc.	Component asset licenses, per asset (5000-9999)	Component asset licenses, per asset (5000-9999)	Component asset licenses - per asset	each	\$5.56
Component asset licenses, per asset (10,000-14999)	AssetWorks Inc.	Component asset licenses, per asset (10,000-14999)	Component asset licenses, per asset (10,000-14999)	Component asset licenses - per asset	each	\$4.87
Component asset licenses, per asset (15000-19999)	AssetWorks Inc.	Component asset licenses, per asset (15000-19999)	Component asset licenses, per asset (15000-19999)	Component asset licenses - per asset	each	\$4.17
Component asset licenses, per asset (20000+)	AssetWorks Inc.	Component asset licenses, per asset (20000+)	Component asset licenses, per asset (20000+)	Component asset licenses - per asset	each	\$3.48
<b>EquipmentFocus for Comm. Equipment. Orders over \$200,000:</b>						
EquipmentFocus for Comm. Equipment, per asset (1-4999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (1-4999)	EquipmentFocus for Comm. Equipment, per asset (1-4999)	EquipmentFocus for Comm Equipment - per asset	each	\$5.94
EquipmentFocus for Comm. Equipment, per asset (5000-9999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (5000-9999)	EquipmentFocus for Comm. Equipment, per asset (5000-9999)	EquipmentFocus for Comm Equipment - per asset	each	\$4.76
EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	EquipmentFocus for Comm Equipment - per asset	each	\$3.57
EquipmentFocus for Comm. Equipment, per asset (15000-19999)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (15000-19999)	EquipmentFocus for Comm. Equipment, per asset (15000-19999)	EquipmentFocus for Comm Equipment - per asset	each	\$2.97
EquipmentFocus for Comm. Equipment, per asset (20000+)	AssetWorks Inc.	EquipmentFocus for Comm. Equipment, per asset (20000+)	EquipmentFocus for Comm. Equipment, per asset (20000+)	EquipmentFocus for Comm Equipment - per asset	each	\$2.67
<b>Component assets</b>						
3 to 1 ratio included in base license						
Additional component licenses:						
Component asset licenses, per asset (1-4999)	AssetWorks Inc.	Component asset licenses, per asset (1-4999)	Component asset licenses, per asset (1-4999)	Component asset licenses - per asset	each	\$5.94
Component asset licenses, per asset (5000-9999)	AssetWorks Inc.	Component asset licenses, per asset (5000-9999)	Component asset licenses, per asset (5000-9999)	Component asset licenses - per asset	each	\$4.76
Component asset licenses, per asset (10,000-14999)	AssetWorks Inc.	Component asset licenses, per asset (10,000-14999)	Component asset licenses, per asset (10,000-14999)	Component asset licenses - per asset	each	\$4.16
Component asset licenses, per asset (15000-19999)	AssetWorks Inc.	Component asset licenses, per asset (15000-19999)	Component asset licenses, per asset (15000-19999)	Component asset licenses - per asset	each	\$3.57
Component asset licenses, per asset (20000+)	AssetWorks Inc.	Component asset licenses, per asset (20000+)	Component asset licenses, per asset (20000+)	Component asset licenses - per asset	each	\$2.97

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
<b>Base system Charge, FleetFocus, for asset management only, (outsourced maintenance) non-shop environments. Orders up to \$100,000:</b>	<b>AssetWorks</b>					
FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$23.88</b>
FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$22.92</b>
FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$21.49</b>
FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$20.06</b>
FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$19.10</b>
FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$16.71</b>
FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$14.33</b>
FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$13.37</b>
FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$11.94</b>
FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$9.55</b>
FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$7.16</b>
FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$4.78</b>
FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$3.58</b>
FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$2.39</b>
<b>Base system Charge, FleetFocus, for asset management only, (outsourced maintenance) non-shop environments. Orders over \$100,000 to \$200,000:</b>	<b>AssetWorks</b>					
FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$20.86</b>
FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$20.02</b>
FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$18.77</b>
FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$17.52</b>
FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$16.68</b>
FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$14.60</b>
FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$12.51</b>
FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	<b>\$11.68</b>

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$10.43
FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$8.34
FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$6.26
FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$4.17
FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$3.13
FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$2.09
<b>Base system Charge, FleetFocus, for asset management only, (outsourced maintenance) non-shop environments. Orders over \$200,000:</b>	<b>AssetWorks</b>					
FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$17.83
FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$17.12
FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$16.05
FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$14.98
FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$14.27
FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$12.48
FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$10.70
FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$9.99
FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$8.92
FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$7.13
FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$5.35
FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$3.57
FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$2.67
FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	AssetWorks Inc.	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit)	FleetFocus Base System - Non-Bus/Transit Asset Management Only	each	\$1.78
<b>FleetFocus software for FuelFocus standalone, i.e., not current software customers. Purchasing FuelFocus standalone.</b>						

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
<b>FuelTickets and Fuel inventory only: Contractually not allowed to use FleetFocus for work orders, replacement, parts inventory, etc. Orders up to \$100,000:</b>						
FleetFocus Size (1-999 Units)- per vehicle unit	AssetWorks Inc.	FleetFocus Size (1-999 Units)- per vehicle unit	FleetFocus Size (1-999 Units)- per vehicle unit	FleetFocus Base System - FuelTickets and Fuel Inventory Only	each	\$11.94
FleetFocus Size (1000 + Units)- per vehicle unit	AssetWorks Inc.	FleetFocus Size (1000 + Units)- per vehicle unit	FleetFocus Size (1000 + Units)- per vehicle unit	FleetFocus Base System - FuelTickets and Fuel Inventory Only	each	\$3.98
<b>FuelTickets and Fuel inventory only: Contractually not allowed to use FleetFocus for work orders, replacement, parts inventory, etc. Orders over \$100,000 to \$200,000:</b>						
FleetFocus Size (1-999 Units)- per vehicle unit	AssetWorks Inc.	FleetFocus Size (1-999 Units)- per vehicle unit	FleetFocus Size (1-999 Units)- per vehicle unit	FleetFocus Base System - FuelTickets and Fuel Inventory Only	each	\$10.43
FleetFocus Size (1000 + Units)- per vehicle unit	AssetWorks Inc.	FleetFocus Size (1000 + Units)- per vehicle unit	FleetFocus Size (1000 + Units)- per vehicle unit	FleetFocus Base System - FuelTickets and Fuel Inventory Only	each	\$3.48
<b>FuelTickets and Fuel inventory only: Contractually not allowed to use FleetFocus for work orders, replacement, parts inventory, etc. Orders over \$200,000:</b>						
FleetFocus Size (1-999 Units)- per vehicle unit	AssetWorks Inc.	FleetFocus Size (1-999 Units)- per vehicle unit	FleetFocus Size (1-999 Units)- per vehicle unit	FleetFocus Base System - FuelTickets and Fuel Inventory Only	each	\$8.92
FleetFocus Size (1000 + Units)- per vehicle unit	AssetWorks Inc.	FleetFocus Size (1000 + Units)- per vehicle unit	FleetFocus Size (1000 + Units)- per vehicle unit	FleetFocus Base System - FuelTickets and Fuel Inventory Only	each	\$2.97
<b>FleetFocus Add-on Modules. Orders up to \$100,000:</b>						
Motor Pool, percentage of base pricing	AssetWorks Inc.	Motor Pool, percentage of base pricing	Motor Pool, percentage of base pricing	FleetFocus Motor Pool Add-on Module	each	10%
Service Level Agreements, percentage of base pricing	AssetWorks Inc.	Service Level Agreements, percentage of base pricing	Service Level Agreements, percentage of base pricing	FleetFocus Service Level Agreement Add-on	each	10%
Shop Scheduling, percentage of base pricing	AssetWorks Inc.	Shop Scheduling, percentage of base pricing	Shop Scheduling, percentage of base pricing	FleetFocus Shop Scheduling Add-on	each	Incl
Replacement Analysis, percentage of base pricing	AssetWorks Inc.	Replacement Analysis, percentage of base pricing	Replacement Analysis, percentage of base pricing	FleetFocus Replacement Analysis Add-on	each	5%
Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	AssetWorks Inc.	Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	FleetFocus Equipment Planning Add-on	each	10%
Production Planning, percentage of base pricing	AssetWorks Inc.	Production Planning, percentage of base pricing	Production Planning, percentage of base pricing	FleetFocus Production Planning Add-on	each	10%
Incident Management, percentage of base pricing	AssetWorks Inc.	Incident Management, percentage of base pricing	Incident Management, percentage of base pricing	FleetFocus Incident Management Add-on	each	15%
Equipment Focus for Facilities, percentage of base pricing	AssetWorks Inc.	Equipment Focus for Facilities, percentage of base pricing	Equipment Focus for Facilities, percentage of base pricing	FleetFocus EquipmentFocus Add-on	each	20%
Rail Operations, percentage of base pricing	AssetWorks Inc.	Rail Operations, percentage of base pricing	Rail Operations, percentage of base pricing	FleetFocus Rail Operations Add-on	each	20%
InfoCenter Reporting, percentage of base pricing	AssetWorks Inc.	InfoCenter Reporting, percentage of base pricing	InfoCenter Reporting, percentage of base pricing	FleetFocus InfoCenter Reporting Add-on	each	5%
InfoCenter Reservations Portal, percentage of base pricing	AssetWorks Inc.	InfoCenter Reservations Portal, percentage of base pricing	InfoCenter Reservations Portal, percentage of base pricing	FleetFocus InfoCenter Reservations Portal Add-on	each	5%
InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	AssetWorks Inc.	InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	FleetFocus InfoCenter Shop Activity, (Tech and Supervisor portal) Add-on	each	10%
InfoCenter Customer Access, percentage of base pricing	AssetWorks Inc.	InfoCenter Customer Access, percentage of base pricing	InfoCenter Customer Access, percentage of base pricing	FleetFocus InfoCenter Customer Access Add-on	each	5%
InfoCenter Dashboards, percentage of base pricing	AssetWorks Inc.	InfoCenter Dashboards, percentage of base pricing	InfoCenter Dashboards, percentage of base pricing	FleetFocus InfoCenter Dashboards Add-on	each	5%
InfoCenter Enterprise Portal, percentage of base pricing	AssetWorks Inc.	InfoCenter Enterprise Portal, percentage of base pricing	InfoCenter Enterprise Portal, percentage of base pricing	FleetFocus InfoCenter Enterprise Portal Add-on	each	Incl.

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
InfoCenter Notifications Module	AssetWorks Inc.	InfoCenter Notifications Module	InfoCenter Notifications Module	FleetFocus InfoCenter Notifications Module Add-on	each	5%
InfoCenter Accounting Gateway Module, percentage of base pricing	AssetWorks Inc.	InfoCenter Accounting Gateway Module, percentage of base pricing	InfoCenter Accounting Gateway Module, percentage of base pricing	FleetFocus InfoCenter Accounting Gateway Module Add-on	each	5%
InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	AssetWorks Inc.	InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	FleetFocus InfoCenter ESRI Integration Module Add-on	each	15%
InfoCenter Novalog OPC Parts Catalog Integration	AssetWorks Inc.	InfoCenter Novalog OPC Parts Catalog Integration	InfoCenter Novalog OPC Parts Catalog Integration	FleetFocus InfoCenter Novalog OPC Parts Catalog Integration	each	5%
InfoCenter Yard Management	AssetWorks Inc.	InfoCenter Yard Management	InfoCenter Yard Management	FleetFocus InfoCenter Yard Management Add-on	each	5%
InfoCenter NAPA Interface	AssetWorks Inc.	InfoCenter NAPA Interface	InfoCenter NAPA Interface	FleetFocus InfoCenter NAPA Interface Add-on	each	5%
InfoCenter Invers Interface Module	AssetWorks Inc.	InfoCenter Invers Interface Module	InfoCenter Invers Interface Module	FleetFocus InfoCenter Invers Interface Add-on	each	5%
MAXQueue Integration Module, percentage of base system	AssetWorks Inc.	MAXQueue Integration Module, percentage of base system	MAXQueue Integration Module, percentage of base system	FleetFocus MAXQueue Integration Module Add-on	each	5%
MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	AssetWorks Inc.	MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	FleetFocus MobileFocus for Pocket PC/Windows Software Add-on	each	\$764.09
M5 Dashboard (Fleet Stats Monitors)	AssetWorks Inc.	M5 Dashboard (Fleet Stats Monitors)	M5 Dashboard (Fleet Stats Monitors)	FleetFocus M5 Dashboard Add-on	each	10%
M5 Workflow Generator	AssetWorks Inc.	M5 Workflow Generator	M5 Workflow Generator	FleetFocus M5 Workflow Generator Add-on	each	10%
M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	AssetWorks Inc.	M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	FleetFocus M5 Fleet Trends Historical Analysis Performance Measures Add-on	each	5%
M5 Shop Portal	AssetWorks Inc.	M5 Shop Portal	M5 Shop Portal	FleetFocus M5 Shop Portal Add-on	each	5%
M5 Customer Portal	AssetWorks Inc.	M5 Customer Portal	M5 Customer Portal	FleetFocus M5 Customer Portal Add-on	each	5%
M5 Info center Adapter with customer provided BOE license	AssetWorks Inc.	M5 Info center Adapter with customer provided BOE license	M5 Info center Adapter with customer provided BOE license	FleetFocus M5 Info center Adapter with customer provided BOE license	each	5%
M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	AssetWorks Inc.	M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	FleetFocus M5 GPS (non-transit) Integration Module	each	\$15.92
<b>FleetFocus Add-on Modules. Orders over \$100,000 to \$200,000:</b>						
Motor Pool, percentage of base pricing	AssetWorks Inc.	Motor Pool, percentage of base pricing	Motor Pool, percentage of base pricing	FleetFocus Motor Pool Add-on Module	each	10%
Service Level Agreements, percentage of base pricing	AssetWorks Inc.	Service Level Agreements, percentage of base pricing	Service Level Agreements, percentage of base pricing	FleetFocus Service Level Agreement Add-on	each	10%
Shop Scheduling, percentage of base pricing	AssetWorks Inc.	Shop Scheduling, percentage of base pricing	Shop Scheduling, percentage of base pricing	FleetFocus Shop Scheduling Add-on	each	Incl
Replacement Analysis, percentage of base pricing	AssetWorks Inc.	Replacement Analysis, percentage of base pricing	Replacement Analysis, percentage of base pricing	FleetFocus Replacement Analysis Add-on	each	5%
Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	AssetWorks Inc.	Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	FleetFocus Equipment Planning Add-on	each	10%
Production Planning, percentage of base pricing	AssetWorks Inc.	Production Planning, percentage of base pricing	Production Planning, percentage of base pricing	Fleet focus Production Planning Add-on	each	10%
Incident Management, percentage of base pricing	AssetWorks Inc.	Incident Management, percentage of base pricing	Incident Management, percentage of base pricing	FleetFocus Incident Management Add-on	each	15%
Equipment Focus for Facilities, percentage of base pricing	AssetWorks Inc.	Equipment Focus for Facilities, percentage of base pricing	Equipment Focus for Facilities, percentage of base pricing	FleetFocus EquipmentFocus Add-on	each	20%
Rail Operations, percentage of base pricing	AssetWorks Inc.	Rail Operations, percentage of base pricing	Rail Operations, percentage of base pricing	FleetFocus Rail Operations Add-on	each	20%
InfoCenter Reporting, percentage of base pricing	AssetWorks Inc.	InfoCenter Reporting, percentage of base pricing	InfoCenter Reporting, percentage of base pricing	FleetFocus InfoCenter Reporting Add-on	each	5%

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
InfoCenter Reservations Portal, percentage of base pricing	AssetWorks Inc.	InfoCenter Reservations Portal, percentage of base pricing	InfoCenter Reservations Portal, percentage of base pricing	FleetFocus InfoCenter Reservations Portal Add-on	each	5%
InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	AssetWorks Inc.	InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	FleetFocus InfoCenter Shop Activity, (Tech and Supervisor portal) Add-on	each	10%
InfoCenter Customer Access, percentage of base pricing	AssetWorks Inc.	InfoCenter Customer Access, percentage of base pricing	InfoCenter Customer Access, percentage of base pricing	FleetFocus InfoCenter Customer Access Add-on	each	5%
InfoCenter Dashboards, percentage of base pricing	AssetWorks Inc.	InfoCenter Dashboards, percentage of base pricing	InfoCenter Dashboards, percentage of base pricing	FleetFocus InfoCenter Dashboards Add-on	each	5%
InfoCenter Enterprise Portal, percentage of base pricing	AssetWorks Inc.	InfoCenter Enterprise Portal, percentage of base pricing	InfoCenter Enterprise Portal, percentage of base pricing	FleetFocus InfoCenter Enterprise Portal Add-on	each	Incl.
InfoCenter Notifications Module	AssetWorks Inc.	InfoCenter Notifications Module	InfoCenter Notifications Module	FleetFocus InfoCenter Notifications Module Add-on	each	5%
InfoCenter Accounting Gateway Module, percentage of base pricing	AssetWorks Inc.	InfoCenter Accounting Gateway Module, percentage of base pricing	InfoCenter Accounting Gateway Module, percentage of base pricing	FleetFocus InfoCenter Accounting Gateway Module Add-on	each	5%
InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	AssetWorks Inc.	InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	FleetFocus InfoCenter ESRI Integration Module Add-on	each	15%
InfoCenter Novalog OPC Parts Catalog Integration	AssetWorks Inc.	InfoCenter Novalog OPC Parts Catalog Integration	InfoCenter Novalog OPC Parts Catalog Integration	FleetFocus InfoCenter Novalog OPC Parts Catalog Integration	each	5%
InfoCenter Yard Management	AssetWorks Inc.	InfoCenter Yard Management	InfoCenter Yard Management	FleetFocus InfoCenter Yard Management Add-on	each	5%
InfoCenter NAPA Interface	AssetWorks Inc.	InfoCenter NAPA Interface	InfoCenter NAPA Interface	FleetFocus InfoCenter NAPA Interface Add-on	each	5%
InfoCenter Invers Interface Module	AssetWorks Inc.	InfoCenter Invers Interface Module	InfoCenter Invers Interface Module	FleetFocus InfoCenter Invers Interface Add-on	each	5%
MAXQueue Integration Module, percentage of base system	AssetWorks Inc.	MAXQueue Integration Module, percentage of base system	MAXQueue Integration Module, percentage of base system	FleetFocus MAXQueue Integration Module Add-on	each	5%
MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	AssetWorks Inc.	MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	FleetFocus MobileFocus for Pocket PC/Windows Software Add-on	each	\$667.37
M5 Dashboard (Fleet Stats Monitors)	AssetWorks Inc.	M5 Dashboard (Fleet Stats Monitors)	M5 Dashboard (Fleet Stats Monitors)	FleetFocus M5 Dashboard Add-on	each	10%
M5 Workflow Generator	AssetWorks Inc.	M5 Workflow Generator	M5 Workflow Generator	FleetFocus M5 Workflow Generator Add-on	each	10%
M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	AssetWorks Inc.	M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	FleetFocus M5 Fleet Trends Historical Analysis Performance Measures Add-on	each	5%
M5 Shop Portal	AssetWorks Inc.	M5 Shop Portal	M5 Shop Portal	FleetFocus M5 Shop Portal Add-on	each	5%
M5 Customer Portal	AssetWorks Inc.	M5 Customer Portal	M5 Customer Portal	FleetFocus M5 Customer Portal Add-on	each	5%
M5 Info center Adapter with customer provided BOE license	AssetWorks Inc.	M5 Info center Adapter with customer provided BOE license	M5 Info center Adapter with customer provided BOE license	FleetFocus M5 Info center Adapter with customer provided BOE license	each	5%
M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	AssetWorks Inc.	M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	FleetFocus M5 GPS (non-transit) Integration Module	each	\$13.90
<b>FleetFocus Add-on Modules. Orders over \$200,000:</b>						
Motor Pool, percentage of base pricing	AssetWorks Inc.	Motor Pool, percentage of base pricing	Motor Pool, percentage of base pricing	FleetFocus Motor Pool Add-on Module	each	10%
Service Level Agreements, percentage of base pricing	AssetWorks Inc.	Service Level Agreements, percentage of base pricing	Service Level Agreements, percentage of base pricing	FleetFocus Service Level Agreement Add-on	each	10%
Shop Scheduling, percentage of base pricing	AssetWorks Inc.	Shop Scheduling, percentage of base pricing	Shop Scheduling, percentage of base pricing	FleetFocus Shop Scheduling Add-on	each	Incl
Replacement Analysis, percentage of base pricing	AssetWorks Inc.	Replacement Analysis, percentage of base pricing	Replacement Analysis, percentage of base pricing	FleetFocus Replacement Analysis Add-on	each	5%
Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	AssetWorks Inc.	Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	Equipment Planning, percentage of base pricing. Equipment Planning Purchase includes the IC Equipment Planning Portal	FleetFocus Equipment Planning Add-on	each	10%

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Production Planning, percentage of base pricing	AssetWorks Inc.	Production Planning, percentage of base pricing	Production Planning, percentage of base pricing	Fleet focus Production Planning Add-on	each	10%
Incident Management, percentage of base pricing	AssetWorks Inc.	Incident Management, percentage of base pricing	Incident Management, percentage of base pricing	FleetFocus Incident Management Add-on	each	15%
Equipment Focus for Facilities, percentage of base pricing	AssetWorks Inc.	Equipment Focus for Facilities, percentage of base pricing	Equipment Focus for Facilities, percentage of base pricing	FleetFocus EquipmentFocus Add-on	each	20%
Rail Operations, percentage of base pricing	AssetWorks Inc.	Rail Operations, percentage of base pricing	Rail Operations, percentage of base pricing	FleetFocus Rail Operations Add-on	each	20%
InfoCenter Reporting, percentage of base pricing	AssetWorks Inc.	InfoCenter Reporting, percentage of base pricing	InfoCenter Reporting, percentage of base pricing	FleetFocus InfoCenter Reporting Add-on	each	5%
InfoCenter Reservations Portal, percentage of base pricing	AssetWorks Inc.	InfoCenter Reservations Portal, percentage of base pricing	InfoCenter Reservations Portal, percentage of base pricing	FleetFocus InfoCenter Reservations Portal Add-on	each	5%
InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	AssetWorks Inc.	InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing	FleetFocus InfoCenter Shop Activity, (Tech and Supervisor portal) Add-on	each	10%
InfoCenter Customer Access, percentage of base pricing	AssetWorks Inc.	InfoCenter Customer Access, percentage of base pricing	InfoCenter Customer Access, percentage of base pricing	FleetFocus InfoCenter Customer Access Add-on	each	5%
InfoCenter Dashboards, percentage of base pricing	AssetWorks Inc.	InfoCenter Dashboards, percentage of base pricing	InfoCenter Dashboards, percentage of base pricing	FleetFocus InfoCenter Dashboards Add-on	each	5%
InfoCenter Enterprise Portal, percentage of base pricing	AssetWorks Inc.	InfoCenter Enterprise Portal, percentage of base pricing	InfoCenter Enterprise Portal, percentage of base pricing	FleetFocus InfoCenter Enterprise Portal Add-on	each	Incl.
InfoCenter Notifications Module	AssetWorks Inc.	InfoCenter Notifications Module	InfoCenter Notifications Module	FleetFocus InfoCenter Notifications Module Add-on	each	5%
InfoCenter Accounting Gateway Module, percentage of base pricing	AssetWorks Inc.	InfoCenter Accounting Gateway Module, percentage of base pricing	InfoCenter Accounting Gateway Module, percentage of base pricing	FleetFocus InfoCenter Accounting Gateway Module Add-on	each	5%
InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	AssetWorks Inc.	InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	InfoCenter ESRI Integration Module, percentage of base (LinearFocus) pricing	FleetFocus InfoCenter ESRI Integration Module Add-on	each	15%
InfoCenter Novalog OPC Parts Catalog Integration	AssetWorks Inc.	InfoCenter Novalog OPC Parts Catalog Integration	InfoCenter Novalog OPC Parts Catalog Integration	FleetFocus InfoCenter Novalog OPC Parts Catalog Integration	each	5%
InfoCenter Yard Management	AssetWorks Inc.	InfoCenter Yard Management	InfoCenter Yard Management	FleetFocus InfoCenter Yard Management Add-on	each	5%
InfoCenter NAPA Interface	AssetWorks Inc.	InfoCenter NAPA Interface	InfoCenter NAPA Interface	FleetFocus InfoCenter NAPA Interface Add-on	each	5%
InfoCenter Invers Interface Module	AssetWorks Inc.	InfoCenter Invers Interface Module	InfoCenter Invers Interface Module	FleetFocus InfoCenter Invers Interface Add-on	each	5%
MAXQueue Integration Module, percentage of base system	AssetWorks Inc.	MAXQueue Integration Module, percentage of base system	MAXQueue Integration Module, percentage of base system	FleetFocus MAXQueue Integration Module Add-on	each	5%
MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	AssetWorks Inc.	MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware	FleetFocus MobileFocus for Pocket PC/Windows Software Add-on	each	\$570.65
M5 Dashboard (Fleet Stats Monitors)	AssetWorks Inc.	M5 Dashboard (Fleet Stats Monitors)	M5 Dashboard (Fleet Stats Monitors)	FleetFocus M5 Dashboard Add-on	each	10%
M5 Workflow Generator	AssetWorks Inc.	M5 Workflow Generator	M5 Workflow Generator	FleetFocus M5 Workflow Generator Add-on	each	10%
M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	AssetWorks Inc.	M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or \$7500, whichever is greater)	FleetFocus M5 Fleet Trends Historical Analysis Performance Measures Add-on	each	5%
M5 Shop Portal	AssetWorks Inc.	M5 Shop Portal	M5 Shop Portal	FleetFocus M5 Shop Portal Add-on	each	5%
M5 Customer Portal	AssetWorks Inc.	M5 Customer Portal	M5 Customer Portal	FleetFocus M5 Customer Portal Add-on	each	5%
M5 Info center Adapter with customer provided BOE license	AssetWorks Inc.	M5 Info center Adapter with customer provided BOE license	M5 Info center Adapter with customer provided BOE license	FleetFocus M5 Info center Adapter with customer provided BOE license	each	5%
M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	AssetWorks Inc.	M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit	FleetFocus M5 GPS (non-transit) Integration Module	each	\$11.89
<b>Fleet Third-Party Software</b>						
<b>FA:</b>						

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer	AssetWorks Inc. - O	Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer	Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer	Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer	each	\$2,493.56
Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer	AssetWorks Inc. - O	Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer	Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer	Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer	each	\$14,961.38
Crystal XI Professional Edition (1 x report writer, 0 report users)	AssetWorks Inc. - O	Crystal XI Professional Edition (1 x report writer, 0 report users)	Crystal XI Professional Edition (1 x report writer, 0 report users)	Crystal XI Professional Edition (1 x report writer, 0 report users)	each	\$398.97
<b>FleetFocus M5:</b>						\$0.00
Business Objects Enterprise XI for M5, Concurrent Access Licenses	AssetWorks Inc. - O	Business Objects Enterprise XI for M5, Concurrent Access Licenses	Business Objects Enterprise XI for M5, Concurrent Access Licenses	Business Objects Enterprise XI for M5, Concurrent Access Licenses	each	\$3,291.50
Business Objects Enterprise XI for M5, Named Users	AssetWorks Inc. - O	Business Objects Enterprise XI for M5, Named Users	Business Objects Enterprise XI for M5, Named Users	Business Objects Enterprise XI for M5, Named Users	each	\$593.47
Business Objects Enterprise XI for M5, CPU license	AssetWorks Inc. - O	Business Objects Enterprise XI for M5, CPU license	Business Objects Enterprise XI for M5, CPU license	Business Objects Enterprise XI for M5, CPU license	each	\$59,845.50
Crystal XI Developer (1 x report writer, 0 report users)	AssetWorks Inc. - O	Crystal XI Developer (1 x report writer, 0 report users)	Crystal XI Developer (1 x report writer, 0 report users)	Crystal XI Developer (1 x report writer, 0 report users)	each	\$498.71
5 CAL Pack - Crystal Reports XI Server for M5	AssetWorks Inc. - O	5 CAL Pack - Crystal Reports XI Server for M5	5 CAL Pack - Crystal Reports XI Server for M5	5 CAL Pack - Crystal Reports XI Server for M5	each	\$4,488.41
10 CAL Pack - Crystal Reports XI Server for M5	AssetWorks Inc. - O	10 CAL Pack - Crystal Reports XI Server for M5	10 CAL Pack - Crystal Reports XI Server for M5	10 CAL Pack - Crystal Reports XI Server for M5	each	\$8,976.83
15 CAL Pack - Crystal Reports XI Server for M5	AssetWorks Inc. - O	15 CAL Pack - Crystal Reports XI Server for M5	15 CAL Pack - Crystal Reports XI Server for M5	15 CAL Pack - Crystal Reports XI Server for M5	each	\$13,465.24
20 CAL Pack - Crystal Reports XI Server for M5	AssetWorks Inc. - O	20 CAL Pack - Crystal Reports XI Server for M5	20 CAL Pack - Crystal Reports XI Server for M5	20 CAL Pack - Crystal Reports XI Server for M5	each	\$17,953.65
<b>Novalog*</b>						
CatBase authoring software, licenses (for FA), per named user	AssetWorks Inc. - O	CatBase authoring software, licenses (for FA), per named user	CatBase authoring software, licenses (for FA), per named user	CatBase authoring software, licenses (for FA), per named user	each	\$3,740.34
CatBase Viewers (Network, Internet TCP/IP or HTML Client)- (For FA- per concurrent user)	AssetWorks Inc. - O	CatBase Viewers (Network, Internet TCP/IP or HTML Client)- (For FA- per concurrent user)	CatBase Viewers (Network, Internet TCP/IP or HTML Client)- (For FA- per concurrent user)	CatBase Viewers (Network, Internet TCP/IP or HTML Client)- (For FA- per concurrent user)	each	\$2,742.92
<i>*Novalog FA/IC Integration Module needs to also be purchased (see module list above)</i>	AssetWorks Inc. - O	<i>*Novalog FA/IC Integration Module needs to also be purchased (see module list above)</i>	<i>*Novalog FA/IC Integration Module needs to also be purchased (see module list above)</i>	<i>*Novalog FA/IC Integration Module needs to also be purchased (see module list above)</i>		
	AssetWorks Inc. - O					
	AssetWorks Inc. - O					
	AssetWorks Inc. - O					
InfoCenter NetworkCar Integration Module, Meter Readings, per unit	AssetWorks Inc. - O	InfoCenter NetworkCar Integration Module, Meter Readings, per unit	InfoCenter NetworkCar Integration Module, Meter Readings, per unit	InfoCenter NetworkCar Integration Module, Meter Readings, per unit	each	\$9.97
InfoCenter NetworkCar Integration Module, Diagnostics, per unit	AssetWorks Inc. - O	InfoCenter NetworkCar Integration Module, Diagnostics, per unit	InfoCenter NetworkCar Integration Module, Diagnostics, per unit	InfoCenter NetworkCar Integration Module, Diagnostics, per unit	each	\$9.97
Utilimarc Adaptor	AssetWorks Inc. - O	Utilimarc Adaptor	Utilimarc Adaptor	Utilimarc Adaptor	each	\$9,475.54
<b>Fleet Related Hardware</b>						
Symbol PPT8846 Wireless Device - Color Display	AssetWorks Inc. - O	Symbol PPT8846 Wireless Device - Color Display	Symbol PPT8846 Wireless Device - Color Display	Symbol PPT8846 Wireless Device - Color Display	each	\$2,138.80
Symbol MC50 Batch Device, Color Display, QWERTY keypad, for use with FA	AssetWorks Inc. - O	Symbol MC50 Batch Device, Color Display, QWERTY keypad, for use with FA	Symbol MC50 Batch Device, Color Display, QWERTY keypad, for use with FA	Symbol MC50 Batch Device, Color Display, QWERTY keypad, for use with FA	each	\$1,374.61
Symbol MC70 Wireless Device - Numeric Keypad, 1D Scanner	AssetWorks Inc. - O	Symbol MC70 Wireless Device - Numeric Keypad, 1D Scanner	Symbol MC70 Wireless Device - Numeric Keypad, 1D Scanner	Symbol MC70 Wireless Device - Numeric Keypad, 1D Scanner	each	\$2,418.38
Symbol MC9090K Ruggedized Device, Color Display, 43 Key	AssetWorks Inc. - O	Symbol MC9090K Ruggedized Device, Color Display, 43 Key	Symbol MC9090K Ruggedized Device, Color Display, 43 Key	Symbol MC9090K Ruggedized Device, Color Display, 43 Key	each	\$3,117.33
DT120MX 15" Kiosk	AssetWorks Inc. - O	DT120MX 15" Kiosk	DT120MX 15" Kiosk	DT120MX 15" Kiosk	each	\$4,294.97
DT120MX 17" Kiosk	AssetWorks Inc. - O	DT120MX 17" Kiosk	DT120MX 17" Kiosk	DT120MX 17" Kiosk	each	\$4,739.28
DT120MX 19" Kiosk	AssetWorks Inc. - O	DT120MX 19" Kiosk	DT120MX 19" Kiosk	DT120MX 19" Kiosk	each	\$5,183.59
	AssetWorks Inc. - O					
1-Year Service Plan-PPT8846	AssetWorks Inc. - O	1-Year Service Plan-PPT8846	1-Year Service Plan-PPT8846	1-Year Service Plan-PPT8846	each	\$143.42
1-Year Service Plan-MC50	AssetWorks Inc. - O	1-Year Service Plan-MC50	1-Year Service Plan-MC50	1-Year Service Plan-MC50	each	\$87.43

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
1-Year Service Plan-MC70	AssetWorks Inc. - O	1-Year Service Plan-MC70	1-Year Service Plan-MC70	1-Year Service Plan-MC70	each	\$163.06
1-Year Service Plan-MC9090K	AssetWorks Inc. - O	1-Year Service Plan-MC9090K	1-Year Service Plan-MC9090K	1-Year Service Plan-MC9090K	each	\$180.75
<b>Facility, Fleet and Asset Related Professional Services</b>						
Fleet/Facilities Software Program Manager	AssetWorks Inc.	Fleet/Facilities Software Program Manager	Fleet/Facilities Software Program Manager	Manages the implementation effort for many customers. This includes planning and coordinating both AssetWorks and customer activities to ensure that the goals and objectives of the implementation are accomplished within the defined time and funding parameters. Is fiscally responsible for achieving budgetary goals of the project. Consults with customers on the integration of Facility/FleetFocus products and the customer's standard operating procedures. Defines system interfaces, data conversion requirements, and software modifications required to support the customer's implementation requirements. Performs and/or supervises personnel in complex variance verifications, release testing and customer specific beta software support.	per hour	\$219.89
Fleet/Facilities Software Sr Project Manager	AssetWorks Inc.	Fleet/Facilities Software Sr Project Manager	Fleet/Facilities Software Sr Project Manager	Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.	per hour	\$195.46

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Fleet/Facilities Software Project Manager	AssetWorks Inc.	Fleet/Facilities Software Project Manager	Fleet/Facilities Software Project Manager	Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.	per hour	\$180.80
Fleet/Facilities Software System Architect	AssetWorks Inc.	Fleet/Facilities Software System Architect	Fleet/Facilities Software System Architect	Lead the overall design and development effort from a technical and functional perspective. Responsible for architectural underpinnings of the application and maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.	per hour	\$219.89
Fleet/Facilities Software Sr Developer	AssetWorks Inc.	Fleet/Facilities Software Sr Developer	Fleet/Facilities Software Sr Developer	Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.	per hour	\$180.80

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Fleet/Facilities Software Developer	AssetWorks Inc.	Fleet/Facilities Software Developer	Fleet/Facilities Software Developer	Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.	per hour	\$161.25
Fleet/Facilities Software Sr Implementation Specialist	AssetWorks Inc.	Fleet/Facilities Software Sr Implementation Specialist	Fleet/Facilities Software Sr Implementation Specialist	Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.	per hour	\$219.89
Fleet/Facilities Software Implementation Specialist	AssetWorks Inc.	Fleet/Facilities Software Implementation Specialist	Fleet/Facilities Software Implementation Specialist	Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.	per hour	\$180.80
Fleet/Facilities Software Installation Engineer	AssetWorks Inc.	Fleet/Facilities Software Installation Engineer	Fleet/Facilities Software Installation Engineer	Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.	per hour	\$180.80
Fleet/Facilities Software Documentation Specialist	AssetWorks Inc.	Fleet/Facilities Software Documentation Specialist	Fleet/Facilities Software Documentation Specialist	Prepare technical and complex documentation in support of the product or engagement under the direction of the Project Manager.	per hour	\$122.16

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Fuel Program Manager	AssetWorks Inc.	Fuel Program Manager	Fuel Program Manager	Serves as primary contact with customer and manages other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures. Coordinates with Customer Project Manager to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.	per hour	\$196.46
Fuel Software Installer/Trainer	AssetWorks Inc.	Fuel Software Installer/Trainer	Fuel Software Installer/Trainer	Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues. Provides classroom or field based training to customers.	per hour	\$196.46
Fuel Master Technician	AssetWorks Inc.	Fuel Master Technician	Fuel Master Technician	Supports the Project Manager in performing the physical installation of the FuelFocus System hardware. Acts as liaison between Project Manager and outside contractors for site readiness. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.	per hour	\$181.73
Fuel Technician Helper	AssetWorks Inc.	Fuel Technician Helper	Fuel Technician Helper	Performs various tasks using appropriate equipment to assist Master Technician in technical and non-technical functions related to system installation. Supports the Project Manager and Master Technician in performing the physical installation of the FuelFocus System hardware in vehicles. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.	per hour	\$147.35

**Exhibit II**

[Insert scope of license]

Agreement No. \_\_\_\_\_

## SOFTWARE LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and \_\_\_\_\_, with offices at \_\_\_\_\_ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

### ARTICLE I - LICENSE

- A. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of users specified in Schedule 1 ("Users") to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers designated in Article VII (the database servers and application servers shall be referred to as the "Enterprise"); provided, however, that if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers for archival and disaster recovery purposes until such time as the Enterprise becomes operative again at which time all Software will be returned to the Enterprise. CUSTOMER may replace any component of the Enterprise by giving AssetWorks prior written notice of the new servers. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties. AssetWorks agrees that transfers between state entities are permitted, provided that AssetWorks is given notice of the transfers. In addition, DAS operates and maintains IT telecommunication and hardware devices as well related software for other state entities. Licensor agrees that services DAS provides to other state entities do not violate this provision.
- B. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- C. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth herein.

**ARTICLE II - FEES AND PAYMENTS See Article 2 of the STS. In addition, the parties agree that AsseWorks will invoice Customer and Customer will pay, upon delivery, the Software licenses.**

### ARTICLE III - NON-DISCLOSURE

- A. Subject to the other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others, except for consultants and other state entities or agents who have a need to know, without the prior written consent of AssetWorks. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from

AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.

- B. The CUSTOMER may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement.
- C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
- D. CUSTOMER's records with regard to the Software shall be made available to AssetWorks during normal business hours and with notice to CUSTOMER at AssetWorks' request.

**ARTICLE IV – WARRANTIES AND LIMITATION OF LIABILITY – See Article 7 of the STS.**

**ARTICLE V - TERMINATION**

- A. The license conveyed pursuant to Article I-A may be terminated by AssetWorks in the event of breach or default by CUSTOMER under this Agreement if AssetWorks notifies CUSTOMER in writing of the breach or default and CUSTOMER does not correct same within thirty (30) days of AssetWorks' written notice.
- B. All Software and documentation supplied hereunder by AssetWorks shall be and remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and documentation and any copies thereof made by CUSTOMER pursuant to Article III-B and C shall be promptly returned to AssetWorks.

**ARTICLE VI - ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the consenting part and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

**ARTICLE VII – CUSTOMER'S ENTERPRISE**

CUSTOMER's application server(s) and database server(s) are as follows:

<b><u>Server(s)</u></b>	<b><u>Location(s)</u></b>
<b>Application Server(s): Unlimited</b>	<b>No restrictions</b>
<b>Database Server(s): Unlimited</b>	<b>No restrictions</b>

**ARTICLE VIII - ENTIRE AGREEMENT – See Section 10.2 of the STS**

**ARTICLE IX - GOVERNING LAW; DISPUTES See Section 11.5 of the STS**

**ARTICLE X - SCHEDULES**

Schedules 1 (Product Schedule) and any additional schedules specified below are hereby incorporated into this Agreement.

**ARTICLE XI – GENERAL TERMS See Sections 10 and 11 of the STS**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

CUSTOMER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AssetWorks, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## SCHEDULE 1 – SOFTWARE FEES

A. License Fees

## SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), is made as of the \_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and \_\_\_\_\_, with offices at \_\_\_\_\_ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

### **A. BACKGROUND**

1. AssetWorks and CUSTOMER are parties to a Software License Agreement, Number \_\_\_\_\_ and dated \_\_\_\_\_, pursuant to which CUSTOMER has licensed certain software products ("Software" or "Product") from AssetWorks.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available as an option. Maintenance includes bug fixes and telephone support and may include, if they are made available by AssetWorks, Software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed, at its option, to subscribe to Maintenance from AssetWorks.

### **B. TERMS AND CONDITIONS**

#### 1. Term

Maintenance shall commence immediately upon receipt of a Purchase Order by AssetWorks and shall have a term of twelve (12) months. The term may renew each year upon mutual agreement for an additional twelve (12) month period.

#### 2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Live support for technical issues is available from AssetWorks from 7:00 AM – 7:00 PM (ET) Monday through Friday. At other times, such personnel of AssetWorks are on call for emergencies.

Priority Description	Definition	Expected Average Response Time	Expected Average Resolution Time
Critical (1)	Error or Issue that renders the Software and/or Interfaces are inoperable.	1 hour during normal business hours, 2 hours outside of business hours	Work until corrected 24 hours per day, 7 days per week
Severe (2)	Error or Issue that results in a significant impairment of performance of the Software, and impairs essential operations.	1 business day	Work until corrected during normal business hours
Minor (3)	Error or Issue that has minor impact to Customer's business. Error that does not impact normal operation of the Software.	5 days	Future Patch or Release

Minimal(4)	Error or Issue that has minimal impact or no impact on Customer's business.	30 days	Future Release
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3. Software Revisions and New Versions

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
  - i. Revisions that the CUSTOMER is obliged to implement ( "Mandatory Revisions");
  - ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").
  - iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
- b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

4. Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, 7:00 A.M.– 7:00 P.M. EST excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Versions will be downloaded by the CUSTOMER on mutually agreed upon media. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate access by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense so long as Customer provides prior written approval and at rates specified in the State Term Schedule.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense so long as Customer provides prior written approval and at rates specified in the State Term Schedule.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to the amount negotiated in the State Term Schedule .

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to the amount negotiated in the State Term Schedule.

11. Payment Terms – See Article 2 of the STS

12. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least thirty (30) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

13. Limitation of Liability – See Section 7.5 of the STS

14. General Terms – See Sections 10 and 11 of the STS

IN WITNESS WHEREOF, the parties hereto, intending to be liable bound, have entered into this Agreement, effective as of the Effective Date.

CUSTOMER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AssetWorks, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**

Maintenance Fees:



Exhibit III

**STANDARD AFFIRMATION AND DISCLOSURE FORM**  
**EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

998 Old Eagle School Road #1215  
(Address)

Wayne, PA 19087 AssetWorks Fleet Product Line  
(City, State, Zip)

1777 N. E. Loop 410, Suite 1250  
(Name)

San Antonio, TX 78217 AssetWorks Facilities Product Line  
(Address, City, State, Zip)

Name/Principal location of business of subcontractor(s):

N/A  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

998 Old Eagle School Road #1215  
(Address)

Wayne, PA 19087 Fleet Product Line  
(City, State, Zip)

1777 N. E. Loop 410, Suite 1250  
(Name)

San Antonio, TX 78217 AssetWorks Facilities Product Line  
(Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

N/A  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

N/A  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

998 Old Eagle School Road #1215  
(Address)

Wayne, PA 19087 Fleet Product Line  
(City, State, Zip)

1777 N. E. Loop 410, Suite 1250  
(Address)

San Antonio, TX 78217 AssetWorks Facilities Product Line  
(City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By:   
Contractor

Print Name:   R. David Sadoo  

Title:   Sr Vice President  

Date:   09/05/12