



Phone: 317-208-1700  
 Toll Free: 1-877-796-6842  
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# PUBLIC EDUCATION AGREEMENT

No: [SYN - 00055659]

Customer Legal Name Campbell County School District #1		Customer Billing Address (If different)	
Address 1000 West 8 <sup>th</sup> Street		Address PO Box 3033	
City Gillette	County	City Gillette	County
State WY	Zip Code 82716	State WY	Zip Code 82717
Location Contact: Keith Chrans	Phone 307-682-4179	Fax	Salesperson David Payne
Tax ID# 83-0210131		<input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal    PO Number (if applicable)	
PO Number (if applicable):		PO Expiration Date:	

### CONTRACT DURATION / NUMBER OF VEHICLES

Term of Agreement Upon Customer's Receipt of 1<sup>st</sup> Invoice:  36 Mo.

Effective Date: upon installation

Total Number of Vehicles: 138

Tax Exempt:  No  Yes (Attach Certificate)

SOFTWARE LICENSES		EQUIPMENT LIST		
			TYPE	QTY
<input checked="" type="checkbox"/> Core Track & Trace	<input type="checkbox"/> Ridership	LMU:	4G LMU Hardwire for Buses	138
<input checked="" type="checkbox"/> Comparative Analysis				
<input type="checkbox"/> Time and Attendance	<input checked="" type="checkbox"/> Here Comes the Bus	Peripheral:		
<input type="checkbox"/> Engine Diagnostics				
<input type="checkbox"/>	<input type="checkbox"/> Inspection	Other:		
Installation: <input checked="" type="checkbox"/> Synovia <input type="checkbox"/> Customer				

Carrier:  Synovia     Verizon     Sprint     AT&T

### SPECIAL INSTRUCTIONS:

- Customer is upgrading its existing 3G units to 4G units, adding 23 4G units and replacing the existing LES- 0000004796.
- Upon receipt of the first invoice under this Agreement the Previous Agreement is terminated. Termination of the Previous Agreements does not relieve Customer of all payment obligations due under the Previous Agreements prior to termination and is without prejudice to any of the Vendor's rights, powers, privileges, remedies and defenses, now existing or hereafter arising, all of which are hereby expressly reserved.
- Vendor will ship and install the new 4G LMU Hardwire units under this Agreement as soon as operationally feasible and at the sole discretion of the Vendor.
- Vendor will remove existing Hardwire 3G GPS Units and MDT/Tablets installed on Buses .
- **This is a 36-month agreement that automatically renews annually for 2 additional one-year terms. Customer may terminate the one-year renewals through a notice 60-days prior to the lease maturity date of this agreement.**

### RATE AND METHOD OF PAYMENT

Base Payment \$ 28.00	X	Number of Vehicles 138 =	\$ 3,864.00 / month	<input checked="" type="checkbox"/> Monthly
Base Payment \$	X	Number of Vehicles =	.	<input type="checkbox"/> Quarterly
Base Payment \$	X	Number of Vehicles ____ =	\$ _____	<input type="checkbox"/> Annually
		Total Rental Payment	\$ 3,864.00 / month	
		Applicable Sales Tax	\$ NA	
		Total Rental Payment with Tax	\$ 3,864.00.00 / month	

**PLEASE READ BEFORE SIGNING:** THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

**AUTHORIZATION**

Company Full Name (Please Print) <b>Campbell County School District #1</b>		Synovia Solutions, LLC	
Authorized Signature <i>K. Chavis</i>	Date <i>7/27/2022</i>	Authorized Signature	Date
Authorized Signer's Printed Name <b>KEITH CHAVIS</b>	Title <b>TRANSPORTATION DIRECTOR</b>	Printed Name	Title

## RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due (each, a "Payment"). Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term. The aforesaid rentals Payments are the firm, fixed rentals due under this Agreement and are not subject to any adjustment; and that the obligation to make the Payments is absolute and unconditional, and Customer will pay all Payments without regard to, and shall not assert any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate this Agreement which Customer may have against Vendor or any other party, or for any reason. Nothing herein shall be deemed to relieve Vendor of any of its obligations to Customer under this Agreement.
3. **SYNSURANCE.** During the term of this Agreement, the Vendor warrants to provide to Customer at no cost the following: **automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; proactive trouble shooting on a weekly basis; hardware script updates twice per year; uptime at 99% or Vendor will provide a refund for one days charge for the entire fleet; hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; first occurrence fix or Vendor will provide a credit for one days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Payments may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Agreement term. The Customer intends to make all such Payments for the full Agreement term if funds are legally available for that purpose. If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to Vendor. If Customer fails to deliver possession of the Equipment to Vendor, the termination shall nevertheless be effective but Customer shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which Customer fails to deliver possession and for any other loss suffered by Vendor as a result of Customer's failure to deliver possession as required. Customer shall notify Vendor in writing within seven days after (i) its failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by Customer (in which event this Agreement shall be mutually ratified and renewed), provided that failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to Customer. Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.
7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee for property damage insurance and additional insured for liability insurance. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf. **This Synsurance Agreement hardware warranty specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might result in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider or the use of third-party hardware, services or software by the Customer.** IN NO EVENT SHALL VENDOR'S AGGREGATED LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY THE CUSTOMER TO VENDOR UNDER THIS AGREEMENT OVER THE PRIOR 12 MONTHS. VENDOR SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO THE CUSTOMER'S VEHICLES OR ASSETS OR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for**

**the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default. Customer acknowledges full cooperation in the RMA process outlined on the Support page of the Synovia Solutions website. Installation labor is not included.**

9. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer. The Equipment will be garaged at the location stated above and may not be garaged at any other location without Vendor's express and prior written consent.
10. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise and waives any claim or defense against Vendor or such assignee arising out of this Agreement or otherwise or as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
11. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation or condition required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can accelerate and demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer defaults under this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal or collection action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
12. **CHOICE OF LAW, FORUM AND JURY WAIVER.** Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of California. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. Any suit, claim, or legal proceedings arising under this Agreement shall be brought only in a court of competent jurisdiction in the state of California.
13. **RENEWAL.** After the initial term, this Agreement shall automatically renew for two (2) additional one-year terms, unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor. Customer must send notices to: Synovia Solutions/CalAmp, Attn: Customer Success, 8888 Keystone Crossing, Suite 1300, Indianapolis, IN 46240, at least sixty (60) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall return the Equipment, at its expense, to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.
14. **CONFIDENTIALITY.**
  - a. Customer will treat the Software as a trade secret and proprietary know-how belonging to Vendor that is being made available to Customer in confidence. Customer agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information.
  - b. From time to time during the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's authorized affiliates, employees, directors, officers, consultants, advisors, and its affiliates' employees, directors, officers, consultants, and advisors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, if lawful, the party making the disclosure pursuant to the order shall first have given written notice to the other party; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of termination; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Such obligations of Customer regarding source code provided by Vendor to Customer shall survive any termination of this Agreement in perpetuity.
15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or

subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to the minimum extent provided by law.
17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.
18. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via direct debit ACH if Payments are less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies. Further, there will be a \$7 per invoice charge if invoiced through the mail. There is no invoicing charge if invoiced electronically by email.
19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif", including DocuSign®) format, will be effective as delivery of a manually executed original counterpart of this Agreement.
20. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.
21. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.
22. **COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.
23. **TIME LIMITED PROMOTION.** In the event of a time limited promotion, revisions or modifications to this Synsurance Agreement will not be permitted.
24. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement (subject to the provisions that are to survive such termination) upon forty-five (45) days written notice in the event that the other party breaches any material term or provision hereof, and such party fails to cure such breach within forty-five (45) days following written notice detailing such breach from the non-breaching party.

Customer Initials \_\_\_\_\_

