



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

CONTRACT NUMBER: GS-35F-0121W
CONTRACT PERIOD: 11/25/2019 through 11/24/2024
Pricelist current through modification PS-0033, dated 3/17/20

**Multiple Award Schedule – Category F – Information Technology
Subcategories – IT Hardware, IT Software, IT Training**

CONTRACTOR: SmartDrive Systems, Inc.
9515 Towne Centre Drive
San Diego, CA 92121
Tel: (858) 225-5550
Web: www.smartdrive.net

CONTRACT ADMINSTRATOR: Barrett M. Welch
Corporate Counsel
Tel: (858) 225-5585
Barrett.Welch@smartdrive.net

BUSINESS SIZE: Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

For more information on ordering from this Federal Supply Schedule contract, please visit: www.gsa.gov/schedules

Contractor Information

- 1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):**
- | | |
|--------|----------|
| 811212 | 811212RC |
| 511210 | 511210RC |
| 611420 | 611420RC |
| 33411 | 33411RC |
| OLM | OLMRC |
- 1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN:** *See Appendix A*
- 1c. **HOURLY RATES (Services only):** *See Appendix A*
2. **MAXIMUM ORDER THRESHOLD:** \$500,000: 811212, 511210, 611420, 334111
\$250,000: 611420
3. **MINIMUM ORDER THRESHOLD:** \$100.00
4. **GEOGRAPHIC COVERAGE:** 50 States, DC, Puerto Rico, U.S. Territories
5. **POINT(S) OF PRODUCTION:** San Diego, CA
6. **DISCOUNT FROM BEST MARKET RATE:** *GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.*
7. **QUANTITY DISCOUNT(S):** *Quantity Discounting Built into Pricing. Please see pricelist for details.*
8. **PROMPT PAYMENT TERMS:** *Net 30*
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9.a **Government Purchase Cards will be accepted at or below the micro-purchase threshold.**
- 9.b **Government Purchase Cards will NOT be accepted above the micro-purchase threshold.**
10. **FOREIGN ITEMS:** *None*
- 11a. **TIME OF DELIVERY:** *30 Days ARO*
- 11b. **EXPEDITED DELIVERY:** *Contact Contractor if Available*
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** *Contact Contractor if Available*
- 11d. **URGENT REQUIRMENTS:** *Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.*
12. **FOB POINT:** *N/A*
- 13a. **ORDERING ADDRESS:** *SmartDrive Systems, Inc.*
ATTN: GSA Orders
9515 Towne Centre Drive
San Diego, CA 92121
- 13b. **ORDERING PROCEDURES:** *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.*

14. **PAYMENT ADDRESS:** *SmartDrive Systems, Inc.
P.O. Box 80452
City of Industry, CA 91716-8452*
15. **WARRANTY PROVISION:** *Standard Commercial*
16. **EXPORT PACKING CHARGES:** *None*
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** *None*
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** *Not Applicable*
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** *Not Applicable*
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** *Not Applicable*
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** *Not Applicable*
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** *Not Applicable*
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** *Not Applicable*
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** *Not Applicable*
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** *Not Applicable*
- 24b. **SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT):** *Compliant.
The EIT standards can be found at: www.Section508.gov/.*
25. **DUNS NUMBER:** *621087407*
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** *Contractor has an active registration in the System for Award Management (SAM) database.*

Appendix A – Price List

SmartDrive Full Rollout Pricing

Item #	Hardware Description (33411)	GSA Price w/IFF
SmartDrive SmartRecorder 4		
SR4-0001-0070-00	SmartRecorder 4 System Forward Facing Camera Only (Shield) (price Per Unit) Includes: road-facing camera, controller, 128 GB extended recording SSD, sensor bar, keypad, and applicable cables.	\$834.64
SR4-0001-0081-00	SmartRecorder 4 System Dual Facing Camera (Shield Pro) (price Per Unit) Includes: cab-facing and road-facing cameras, controller, 128 GB extended recording SSD, sensor bar, keypad, and applicable cables.	\$951.92
SR4-0001-0050-00	SmartRecorder 4 System Forward Facing Camera Only (Defender) (price Per Unit) Includes: road-facing camera, controller, sensor bar, keypad, and applicable cables.	\$741.79
SR4-0001-0061-00	SmartRecorder 4 System Dual Facing Camera (Defender Pro) (price Per Unit) Includes: cab-facing and road-facing cameras, controller, sensor bar, keypad, and applicable cables.	\$829.75
SR4-0001-0011-00	SmartRecorder 4 System Dual Facing Camera (Assurance Pro & Assurance Pro+) (price Per Unit) Includes: cab-facing and road-facing cameras, controller, sensor bar, keypad, SmartLink engine connection, and applicable cables.	\$888.39
SR4-0002-0010-00	SmartDrive 360 Cable Kit, SR4, First Camera (price Per Unit) Cable kit to support connecting first 3rd party camera to SmartRecorder 4	\$60.59
SR4-0002-0011-00	SmartDrive 360 Cable Kit, SR4, Additional Cameras (price Per Unit) Cable kit to support connecting additional 3rd party cameras to SmartRecorder 4	\$45.93
104-0011-0001-00	Extended Storage, 128 GB, SmartRecorder 4 (price Per Unit) 128 GB extended storage solid state drive (SSD) for SmartRecorder 4	\$122.17
104-0011-0002-00	Extended Storage, 256 GB, SmartRecorder 4 (price Per Unit) 256 GB extended storage solid state drive (SSD) for SmartRecorder 4	\$175.92
104-0011-0003-00	Extended Storage, 512 GB, SmartRecorder 4 (price Per Unit) 512 GB extended storage solid state drive (SSD) for SmartRecorder 4	\$307.86
Installation and Vehicle Specification Assessment		
500-0000-0019-00	SmartDrive Standard Installation & Project Management, 1 Site (price Per Unit) Installations managed by SmartDrive Project Managers when more than 5 installations occur per site, installations are not in AK, HI, ID, MT, SD, ND, WV, West TX, WY, Puerto Rico or Canada, and installations are not on Rail, Oil & Gas, Ready-Mix, or Waste & Recycling vehicles. For 1 site.	\$215.01
500-0000-0020-00	SmartDrive Standard Installation & Project Management, 2-10 Sites (price Per Unit) Installations managed by SmartDrive Project Managers when more than 5 installations occur per site, installations are not in AK, HI, ID, MT, SD, ND, WV, West TX, WY, Puerto Rico or Canada, and installations are not on Rail, Oil & Gas, Ready-Mix, or Waste & Recycling vehicles. For 2-10 sites.	\$219.90
500-0005-0002-00	Vehicle Specification Assessment (price per vehicle type) Hardware and electrical connection documentation per unique vehicle configuration type.	\$1,075.06

*Installation is incidental to, in conjunction with, and in direct support of the products offered under SIN 132 8 of this proposal and can not be purchased separately

*Specialized vehicles require a 20% surcharge, to be added to installation fee. Consult SmartDrive Systems, Inc. for details.

Item #	Software Description (511210)	GSA Price w/IFF
SmartDrive Applications - SmartDrive Term Software Licensing		
<i>SmartDrive Fleet Solutions makes it easy for fleet managers to reduce operating costs, improve driver safety, and reduce carbon emissions in their fleets – all through an easy-to-use managed service coupled with a proven coaching methodology. With SmartDrive Safety, we record comprehensive video, speed and logistics from the road, then review and identify critical safety events and operational inefficiencies. SmartDrive Safety reduces collisions and risky driving behaviors caused by fundamental driving errors, distracted driving, and inattentive driving in order to save money and save lives. SmartDrive Operations delivers valuable insights into wasted fuel, vehicle utilization, driver productivity, and root causes of collisions through detailed fuel reporting based on information provided by the vehicle's engine computer, real-time vehicle tracking, historical trip mapping, geofencing, and video-based event recording.</i>		
900-0500-0011-00	SmartDrive Safety Essentials - Cellular Subscription fee per vehicle - includes SmartDrive Safety Essentials and cellular service. On- Demand Events (video clips) available at \$0.25/each.	\$32.25
900-0500-0030-00	SmartDrive Rail Subscription fee per SmartRecorder System per month	\$115.32
SmartDrive Shield/Shield Pro		
900-0500-0032-00	SmartDrive Shield (price Per Unit Per Month) Exoneration program that provides protection for drivers, vehicles, and freight. Single, road-facing camera solution.	\$21.50
900-0500-0045-00	SmartDrive Shield Pro (price Per Unit Per Month) Exoneration program that provides protection for drivers, vehicles, and freight. Dual camera, road- and cab-facing solution.	\$26.39
SmartDrive Defender/Defender Pro		
900-0500-0027-00	SmartDrive Defender (price Per Unit Per Month) Risk prevention program that provides full protection for fleets and all drivers. Captures the most severe driving incidents, automatic notification when they happen and provides access to video in minutes. Identifies highest risk areas and drivers with Driver Score and SmartIQ Fundamentals.	\$27.37
900-0500-0026-00	SmartDrive Defender Pro (price Per Unit Per Month) Risk prevention program that provides full protection for fleets and all drivers. Captures the most severe driving incidents, automatic notification when they happen and provides access to video in minutes.	\$37.14
SmartDrive Assurance/Assurance Pro		
900-0500-0024-00	SmartDrive Assurance Pro (price Per Unit Per Month) Risk prevention program that provides protection for drivers, vehicles and freight with road and cab-facing video and integrated safety program.	\$44.96
900-0500-0025-00	SmartDrive Assurance Pro+ (price Per Unit Per Month) Risk prevention program that provides protection for drivers, vehicles and freight with road and in cab camera video, integrated safety program, and real-time triggering from Activity Safety.	\$46.91
900-0500-0041-00	SmartDrive 360 for Assurance (price Per Unit Per Month) SmartDrive 360 captures video events from up to four unique video channels (cameras). SmartDrive 360 events are initiated by risky vehicle performance in line with the SmartDrive Assurance service. These events are automatically offloaded, review of in-cab and forward video only, and prioritized for risk by driving experts.	\$4.64
SmartDrive Extended Recording		
900-0500-0031-00	SmartDrive Extended Recording with 2 Episodes (price Per Unit Per Month) Extended Recording including 2 Episodes. Extended recording provides constant video recording are up to 30 second increments (Episodes), stored on SmartDrive extended storage device.	\$4.89
900-0500-0018-00	SmartDrive Extended Recording with 5 Episodes (price Per Unit Per Month) Extended Recording including 5 Episodes. Extended recording provides constant video recording are up to 30 second increments (Episodes), stored on SmartDrive extended storage device.	\$5.86

Training Courses (611420)		GSA Price w/IFF
SmartDrive SmartRecorder 4 Training Courses - On-Site		
Driver Training		\$1,465.99
Fleet Manager Training		\$488.66
SmartDrive SmartRecorder 4 Training Courses - WebEx		
Driver Training		\$1,465.99
Fleet Manager Training		\$488.66
SmartDrive SmartShield Training Courses - WebEx		
Driver Intro for SmartDrive Shield		\$122.17
Fleet Manager Training for SmartDrive Shield		\$244.33
SmartDrive Additional Training Options		
Performance-Based Equipment Training		\$1,640.94
SmartDrive eLearning		\$3.91

Appendix B – Training Course Descriptions

Driver Training (Onsite)

1) Course Description

SmartDrive safety solution training provided at client location. Course content covers SmartDrive system functionality, overall program design, ongoing system support, and on-boarding best practices.

2) Length and Type of Course

Approximately 1 hour. Classroom instruction.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1 to 15

5) Class Schedule and Location

Conducted at the customer's site using the customer's classroom and facilities. Class schedule based on customer requirements.

6) Materials Necessary

Training Room, internet connection, projection device and/or video projector.

7) GSA Price of Course

\$1,465.99

Driver Training (WebEx)

1) Course Description

Single WebEx session on SmartDrive safety solution. Course content covers SmartDrive system functionality, overall program design, ongoing system support, and on-boarding best practices.

2) Length and Type of Course

Approximately 2 hours. Classroom instruction via WebEx/on-line portal.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1 to 15

5) Class Schedule and Location

Web-based training course. Schedule based on customer requirements.

6) Materials Necessary

Attendee(s) need a computer with internet connection and a telephone. If multiple attendees, SmartDrive recommends a training room with internet connection, speakerphone and projection device and/or video projector.

7) GSA Price of Course

\$488.66

Fleet Manager Training (Onsite)

1) Course Description

SmartDrive safety solution training provided at client location covering core product functionality and Response Center (Web Portal) operations. Subjects covered include; product overview and system configuration, user access, viewing and exporting event videos, setting up alerts, asset management, operator schedules, coaching drivers, and understanding on-going program performance - including KPI level reporting.

2) Length and Type of Course

Approximately 2 hours. Classroom instruction.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1 to 15

5) Class Schedule and Location

Conducted at the customer's site using the customer's classroom facilities. Class schedule based on customer requirements.

6) Materials Necessary

Training Room, internet connection, projection device and/or video projector.

7) GSA Price of Course

\$1,465.99

Fleet Manager Training (WebEx)

1) Course Description

Single WebEx session on SmartDrive safety solution. Course content covers core product functionality and Response Center (Web Portal) operations. Subjects covered include; product overview and system configuration, user access, viewing and exporting event videos, setting up alerts, asset management, operator schedules, coaching drivers, and understanding on-going program performance - including KPI level reporting.

2) Length and Type of Course

Approximately 2 hours. Classroom instruction via WebEx/on-line portal.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1 to 15

5) Class Schedule and Location

Web-based training course. Schedule based on customer requirements.

6) Materials Necessary

Attendee(s) need a computer with internet connection and a telephone. If multiple attendees, SmartDrive recommends a training room with internet connection, speakerphone and projection device and/or video projector.

7) GSA Price of Course

\$488.66

Performance-Based Equipment Training

1) Course Description

Training for up to four customer technicians on proper installation, field maintenance, and RMA procedures. The performance-based equipment training is a solution designed to ensure company technicians are properly trained to meet the highest SmartDrive quality standards for hardware installation, testing, troubleshooting and maintenance. Training performed on-site at one location.

2) Length and Type of Course

Approximately 8 hours. Hands on instruction course.

3) Prerequisites (if applicable)

Experience Required:

- 3-5 years of experience in 12/24 volt mobile electronics vehicle equipment installation, troubleshooting and repair (camera's, GPS, car stereo, 2-way radio, handheld devices) in Class 8; Over-the-Road, Long Haul vehicles and/or
- ASE-Vehicle electronics skills or industry certification/accreditation
- Mobile Electronics Professional (MECP)
- Motorola Certified or work experience
- Must have advanced "in-field" experience in light and heavy-duty vehicle troubleshooting and fault-finding diagnostics

4) Minimum/Maximum Number of Students

1 to 4

5) Class Schedule and Location

Conducted at the customer's site at vehicle maintenance facility/maintenance bay.

6) Materials Necessary

Tools Required:

- Digital Multimeter
- Cordless drill and charger with multiple batteries plus socket and hex bit adaptors
- Head lamp
- Quality wire crimping tool (Snap On, Mac, Craftsman, Klein)
- Wire stripper multi-gauge (Snap On, Mac, Craftsman, Klein)
- Proprietary SmartDrive security wrenches (4MM and 6MM)
- Phillips/Torx/Allen and flat head bits or drivers
- Flush cutting snips
- Panel puller tool
- Various pliers
- Combination wrench set
- Razor knife (utility knife)
- Skew-driver - right angle drill attachment
- Assorted sockets - 1/4 inch and 3/8-inch-deep well and standard socket sets (SAE and Metric)
- Tape measure
- Wisk broom
- Windshield scraper
- 1-inch plastic putty knife
- Fish tape

7) GSA Price of Course

\$1,640.94

SmartDrive eLearning

1) Course Descriptions

- Onboarding 101: Site Orientation Training

This course helps prepare your team on rolling out the SmartDrive Safety Program. It provides an overview of the program and core benefits for drivers and managers.

- Onboarding 102: Driver Orientation Training

This course helps prepare your drivers on the rollout of the SmartDrive Safety Program. It provides an overview of SmartDrive, the SmartDrive Program and the benefits for the driver.

- Admin 101: Adding & Removing Users

This course steps your through the process of adding and removing users in the SmartDrive Response Center.

- Admin 102: SmartRecorder Health / Asset Management

Provides basic information on the multiple ways to monitor the health of your SmartRecorders.

- Admin 103: Exporting Event Files from the Response Center

How to request permission to export; Three format options to export to; SmartDrive Video Player; Exporting a video from the Response Center; Playing an exported video

- Admin 104: Requesting On Demand Extended Recording & 360 Events

This course provides a description of on-demand, extended recording and 360 events. You'll learn how to request, track and play requested events.

- Coaching Skills 101: SmartDrive Strategies for Effective Coaching

This courses reviews strategies and best practices to having an effective coaching session.

- Coaching Skills 102: Guidelines on Soft Skills for Driver Coaching

This course will review the following coaching guidelines: preparation, creating a neutral environment, addressing risk, documenting and follow-up.

- Coaching Skills 103: Speed Related Observations

This course explains various triggers and observations related to speeding as well as the risks associated with speeding.

- Coaching Skills 104: Short Following Distance

This course explains when the observation Following Distance is selected.

- Coaching Skills 105: Coaching Drivers on the Risks of Distracted Driving

This course will walk you through the basic guidelines of distracted driving and how to coach your drivers on this topic.

- Coaching Tools 101: SmartDrive Safety Alerts

This course reviews available alerts and how to create your own alerts.

- Coaching Tools 102: Re-Review an Event

This course explains the re-review process.

- Coaching Tools 103: SmartDrive Coaching

This course will guide you through the process of the SmartDrive coaching workflow. You'll learn how events are captured, the coaching queue and how to engage drivers through the SmartDrive coaching session.

- Coaching Tools 201: Introduction to Enhanced Coaching

This course will review the benefits and the workflow of Enhanced Coaching in the Response Center

- Coaching Tools 202: Enhanced Coaching and Dismissing Observations

This course reviews the "Dismiss this Observation" tool within an enhanced coaching session.

- Coaching Tools 203: Enhanced Coaching on Tablets

This course reviews the different functions of Enhanced Coaching between using your desktop and a tablet.

2) Length and Type of Course

Various length self-paced courses via on-line portal learning tool.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1

5) Class Schedule and Location

Web-based training course. Schedule based on customer requirements.

6) Materials Necessary

The attendee needs a computer with internet connection and a telephone.

7) GSA Price of Course

\$3.91

WebEx Driver Intro for SmartDrive Shield

1) Course Description

Single WebEx session on SmartDrive safety solution. Course content covers SmartDrive system functionality, overall program design, ongoing system support, and on-boarding best practices.

2) Length and Type of Course

Approximately 1 hour. Classroom instruction via WebEx/on-line portal.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1 to 15

5) Class Schedule and Location

Web-based training course. Schedule based on customer requirements.

6) Materials Necessary

Attendee(s) need a computer with internet connection and a telephone. If multiple attendees, SmartDrive recommends a training room with internet connection, speakerphone and projection device and/or video projector.

7) GSA Price of Course

\$122.17

WebEx Fleet Manager Training for SmartDrive Shield

1) Course Description

Single WebEx session on SmartDrive safety solution. Course content covers core product functionality and Response Center (Web Portal) operations. Subjects covered include; product overview and system configuration, user access, viewing and exporting event videos, setting up alerts, asset management, operator schedules, and understanding on-going program performance - including KPI level reporting.

2) Length and Type of Course

Approximately 2 hours. Classroom instruction via WebEx/on-line portal.

3) Prerequisites (if applicable)

Executed SmartDrive contract

4) Minimum/Maximum Number of Students

1 to 15

5) Class Schedule and Location

Web-based training course. Schedule based on customer requirements.

6) Materials Necessary

Attendee(s) need a computer with internet connection and a telephone. If multiple attendees, SmartDrive recommends a training room with internet connection, speakerphone and projection device and/or video projector.

7) GSA Price of Course

\$244.33

Appendix C – Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE/REPAIR OF EQUIPMENT

INFORMATION TECHNOLOGY CATEGORY

HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

- a. The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a **50** mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:
SmartDrive Systems, Inc.
9515 Towne Centre Drive
San Diego, CA 92121

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b. Equipment placed under maintenance and/or service shall be in good operating condition.
 - i. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii. If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a. For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to

another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

- c. At the Contractor/OEM's Facility
 - i. When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii. The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d. At the Ordering Activity Location (Within Established Service Areas)
 - i. When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e. At the Ordering Activity Location (Outside Established Service Areas)
 - i. If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii. When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- f. Labor Rates
 - i. Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
 - ii. After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii. Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate – After Hours	Hourly Rate – Sunday and Holidays
Contractor/OEM Facility	\$343.00	\$171.50	\$220.50
Ordering Activity Location (Within Established Service Areas)	\$343.00	\$171.50	\$220.50
Ordering Activity Location (Outside Established Service Areas)	\$343.00	\$171.50	\$220.50

*MINIMUM CHARGES INCLUDE FULL 2 HOURS ON THE JOB

6) Repair Parts/Spare Parts Rate Provision

- a. All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- b. All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated January 2020, at a discount of 0% from such listed prices.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY

- a. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(866) 933-9930** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00AM to 6:00PM PST** (24/7 coverage will be obtained if required by contract)

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :

- (1) Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and Frequently Asked Questions (FAQ's), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services.

Software Maintenance as a product is billed at the time of purchase.

- (2) Software Maintenance Services (SIN 132-34)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance services are billed in arrears in accordance with 31 U.S.C. § 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. § 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

6. PERIODS OF TERM LICENSES (SIN 132-32) AND SOFTWARE MAINTENANCE SERVICES (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

N/A

8. TERM LICENSE CESSATION

N/A

9. UTILIZATION LIMITATIONS - (SIN 132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 9.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for

purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- (6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.
- (7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.
- (8) Software Asset Identification Tags (SWID) (Option 1 SIN 132-33)

N/A

- (9) Reallocation of Perpetual Software (Option 2 SIN 132-33)

N/A

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

N/A

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

N/A

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. § 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;

- (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF NEW ELECTRONIC EQUIPMENT

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is installed by SmartDrive System, Inc. via the offered installation services. Products are self-installable, however, with SmartDrive Systems, Inc. offering training courses around this. Please see pricelist for details.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.
- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

During the term of this Agreement, SmartDrive warrants to Customer that the Service provided under this Master Service Agreement, subject to the Warranty Disclaimer, below, will be performed using commercially reasonable efforts conforming to generally accepted industry standards as described in the Warranty Agreement. In the event of a breach of this warranty and notice thereof to SmartDrive during such terms, SmartDrive's sole liability and Customer's exclusive remedy shall be the re-performance of the unsatisfactory portion of the Service.

Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION ABOVE, CUSTOMER AGREES AND ACKNOWLEDGES THAT ALL EQUIPMENT AND SERVICES, AND/OR OTHER MATERIALS PROVIDED HEREUNDER BY SMARTDRIVE TO CUSTOMER ARE PROVIDED ON AN "AS IS" BASIS AND SMARTDRIVE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. SMARTDRIVE MAKES NO WARRANTY THAT THE SERVICE WILL CAPTURE ALL EVENTS, THAT REMOTE ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED, THAT THE SMARTDRIVE WEB PORTAL WILL BE ERROR-FREE, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE SERVICE. SMARTDRIVE FURTHER MAKES NO WARRANTY THAT THE USE OF THE SERVICES BY CUSTOMER AS CONTEMPLATED HEREIN WILL COMPLY WITH ALL APPLICABLE LAWS.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. EXCEPT FOR THE LIABILITY ARISING OUT OF THE CONFIDENTIALITY OBLIGATIONS OF THIS AGREEMENT OR THE INDEMNIFICATION OBLIGATIONS PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY OR ANY THIRD- PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. SMARTDRIVE'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO SMARTDRIVE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE CLAIM GIVING RISE TO LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH SMARTDRIVE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SMARTDRIVE'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. SMARTDRIVE SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE OR DELAY IS CAUSED IN WHOLE OR IN PART BY CUSTOMER NOT FULLY COMPLYING WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

INDEMNIFICATION

By SmartDrive. SmartDrive shall defend, indemnify, and hold harmless Customer from and against any third party claims, damages, losses, and liability, including reasonable legal fees and expenses, based upon infringement of any United States copyright or patent by the SmartDrive Vehicular System or the Service. SmartDrive shall have no liability to the extent that a claim for infringement has resulted from (i) Customer's or any third party's modification of the Equipment, or other aspect of the Services, (ii) Customer's use of the Equipment or other aspect of the Service in combination with products not supplied by SmartDrive, provided that the claim would not have arisen in the absence of such combination, or (iii) the use of the Equipment or other aspect of the Service by Customer in a manner not in accordance with the applicable documentation provided by SmartDrive. Customer agrees to notify SmartDrive of any such claim promptly in writing and to allow SmartDrive to control the proceedings. Customer agrees to cooperate fully with SmartDrive during such proceedings. SmartDrive shall defend and settle at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, SmartDrive may replace, in whole or in part, the infringing component with a substantially compatible and functionally equivalent component to avoid the infringement.

By Customer. Customer shall defend, indemnify, and hold harmless SmartDrive from and against any and all claims, damages, losses, and liability, including reasonable legal fees and expenses, incurred by SmartDrive as a result of

any claims, demands, actions, or lawsuits brought by any third party against SmartDrive based on a breach of the covenants, representations, and warranties in this Agreement, or based on Customer's use of the Service in violation of applicable motor-vehicle, transportation, and health and safety laws. SmartDrive agrees to notify Customer of any such claim promptly in writing and to allow Customer to control the proceedings. SmartDrive agrees to cooperate fully with Customer during such proceedings. Customer shall defend and settle at its sole expense all proceedings arising out of the foregoing.

- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

SmartDrive Systems, Inc.
9515 Towne Centre Drive
San Diego, CA 92121

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).