

Software Hosting and Service Agreement

This Software Hosting and Service Agreement (the “*Agreement*”) is made this 22nd day of October, 2014 (the “*Effective Date*”), by and between WM Logistics, LLC., with its principal place of business at 5910 FM 1488 Road, Magnolia, Texas 77354 (“*WML*” or “*Licensor*”), and City of Flagstaff, Arizona 86001 (“*Customer*”). Each of WML and Customer shall sometimes be referred to herein as a “*Party*,” and together as the “*Parties*”. The contact information of the Customer is as follows:

Customer Information	
Contact person: Kevin Burke	Email:
Title: City Manager	Telephone:
Address: 211 W. Aspen Ave Flagstaff, Arizona 86001	Fax: 928 213 2209

This Agreement consists of this cover page (the “*Cover Page*”), the attached Terms and Conditions (the “*Terms*”), and all exhibits that are attached hereto which are incorporated herein by reference.

BY EXECUTING THIS COVER PAGE AND EACH EXHIBIT, LICENSOR AND CUSTOMER, THROUGH THEIR AUTHORIZED REPRESENTATIVES IDENTIFIED BELOW, AGREE TO BE BOUND BY THE COVER PAGE AND THE TERMS AND CONDITIONS AND EACH EXECUTED EXHIBIT.

WM Logistics, LLC	Customer: _____
By:	By:
Print Name: Surya Sahoo	Print Name: Kevin Burke
Title: President, WM Logistics	Title: City Manager. City of Flagstaff, Arizona

TERMS AND CONDITIONS

1. Scope of Agreement; Definitions. This Agreement covers Customer's purchase of certain services and the licensing and permitted use of certain software. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

"**Customer Data**" all information and data submitted by Customer to the Software Service in the course of using the Software Service.

"**Laws**" means, collectively, laws, statutes, ordinances, regulations and other types of local, state, national and foreign government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, patient data, false advertising, privacy and data protection, and publicity).

"**Licensor**" means, collectively, WML and any other owner, supplier or licensors of the Software.

"**Software**" means the object code form of the software product(s) and related user documentation listed on **Exhibit A** which Customer will have the right to use pursuant to the terms of this Agreement.

"**Software Service**" means the service by which the Software hosted on servers controlled by Licensor and, as applicable, its designees, are made available for remote use by Customer. The operational services and performance levels of the Software Service are set forth in **Exhibit B**.

2. License Grants. Subject to the terms and conditions of this Agreement, Licensor grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software, as made available to Customer over the Internet through the Software Service, solely for Customer's own internal business purposes. All rights not expressly granted to Customer are reserved by Licensor and its licensors. Except as set forth in this Section 2, no other right or license of any kind is granted by Licensor to Customer under this Agreement with respect to the Software or the Software Service.

3. Customer Responsibilities. Customer shall be solely responsible for providing and maintaining all hardware, software (other than the Software), browsers, communication connectivity and bandwidth required for Customer to access the Internet to use the Software. Customer further agrees that it is responsible for all activity occurring under Customer's account and shall abide by all Laws in connection with Customer's use of the Software and Software Service. Customer is responsible for all use of the Software Service (including the Software) through Customer's account and for compliance with this Agreement; any breach by Customer or any of Customer's users shall be deemed to have been made by Customer.

4. Passcodes. Customer is responsible for all use of the user IDs and passwords (collectively, "**Passcodes**") provided by Licensor and maintaining the confidentiality of such Passcodes. Sharing or otherwise disclosing any Passcodes with any unauthorized party is prohibited. Customer shall: (i) notify Licensor immediately of any unauthorized use of any Passcode; and (ii) not impersonate any other Licensor OR user or provide false identity information to gain access to use the Software or to use the Software Service.

5. Customer Information. Customer hereby grants to Licensor a perpetual, royalty-free, irrevocable and unlimited license to use the Customer Data in all ways required for

Licensor to provide Customer the Software Service. Customer, and not Licensor, shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use all Customer Data. Licensor reserves the right to withhold, remove and/or discard Customer Data without notice for any breach of this Agreement including, without limitation, non-payment.

6. Ordering. All orders to use the Software Service will be placed using either Licensor's standard order form, the form of which is attached hereto as **Exhibit A**, or such other form acceptable to Licensor. Each order shall be subject to acceptance by Licensor at its principal place of business and shall not be binding until the acceptance of such order in writing by Licensor. If Customer issues Customer's own form of purchase order or other non-Licensor form, Customer agrees that such forms are for Customer's convenience only, and that other than contact information, price and similar terms identifying the purchase or the purchaser, any terms in addition to or conflicting with the terms of this Agreement shall be void and of no effect. All requests to purchase additional licenses or use of the Software Service shall be submitted to Licensor in writing and attached hereto as an additional exhibit. All additional purchases shall be subject to Licensor's then-current rates and shall be subject to the terms and conditions of this Agreement.

7. Payments. Customer agrees to pay all fees due, including any late payment fees, as are specified in this Agreement, in **Exhibit A** and any invoices provided by Licensor. If any authority imposes a duty, tax or similar levy (other than taxes based on Licensor's income), Customer agrees to pay, or to promptly reimburse Licensor for, all such amounts. Unless otherwise indicated in an invoice from Licensor, all invoices are payable thirty (30) days from the date of the invoice. Overdue amounts are subject to a late payment interest charge, at the lower rate of (i) one percent (1%) per month; or (ii) the maximum legal rate. Customer agrees to promptly pay or reimburse Licensor for all costs and expenses, including all reasonable attorneys' fees, related to any breach of Customer's obligations under this Agreement. In the event that Customer shall, at any time, be in arrears on payments owing to Licensor, Licensor may, upon thirty (30) days' prior written notice, decline to continue to perform under this Agreement, including, without limitation, ceasing to provide the Software Service in which event such action shall not give rise to any cause of breach of contract or other liability against Licensor. All rights of Licensor under this Section 7 shall be in addition to, and not a limitation of, Licensor's rights under Section 19 (Term; Termination).

8. Intellectual Property. This Agreement does not transfer to Customer any title or any ownership right or interest in any Software or in the Software Service. Customer acknowledges and agrees that the Software is owned by Licensor and its licensors, and that the Software and the Software Service contain, embody and are based on patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned by Licensor and its licensors. Customer's rights with respect to the Software and Software Service are limited to the terms and conditions in this Agreement. Subject to the rights and licenses granted to Licensor in Section 5, Customer shall retain ownership of all Customer Data.

9. No Copying. Customer may not make any copies of the Software for any purpose.

10. No Reverse Engineering; Other Restrictions. Customer shall not, directly or indirectly: (i) sell, rent, lease, redistribute, sublicense or transfer any Software; (ii) modify, translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble, or create derivative works based on, the Software or the Software Service; (iii) use the Software or the Software Service for the benefit of any third parties (e.g., in an ASP, outsourcing or service bureau relationship) or in any way other than what is expressly permitted in this Agreement; (v) create Internet links to the Software Service or the Software or frame or mirror the web page(s) from which the Software Service is accessed; (vi) remove, alter or obscure any proprietary notice, labels or marks on the Software or any web pages(s) from which the Software Service is accessed; or (vii) disable or circumvent any access control or related process or procedure established with respect to the Software or the Software Service.

11. Confidentiality. “*Confidential Information*” means: (i) any non-public technical or business information of a Party, including without limitation any information relating to a Party’s techniques, algorithms, software, know-how, current and future products and services, research, engineering designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; (ii) any other information of a Party that is disclosed in writing and is conspicuously designated as “Confidential” at the time of disclosure or that is disclosed orally and is identified as “Confidential” at the time of disclosure; and (iii) the specific terms and conditions of this Agreement. Confidential Information shall not include information which: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (b) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party’s possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of or access to the disclosing Party’s Confidential Information or otherwise in breach of this Agreement; or (d) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure. Each Party will maintain in confidence all Confidential Information of the other Party and will not use such Confidential Information except as expressly permitted herein. Each Party will take all reasonable measures to maintain the confidentiality of the other Party’s Confidential Information, but in no event less than the measures it uses to protect its own Confidential Information. Each Party will limit the disclosure of such Confidential Information to those of its employees with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement; provided that all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein. Each Party understands and agrees that the other Party will suffer irreparable harm in the event that the receiving Party of Confidential Information breaches any of its obligations under this Section 11 and that monetary damages will be inadequate to compensate the non-breaching Party for such breach. In the event of a breach or threatened breach of any of the provisions of this Section 11, the non-breaching Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach by the other Party.

12. Maintenance and Support. Maintenance and support will

be provided at no additional charge.

13. Disclaimer. THE SOFTWARE SERVICE AND ACCESS AND USE OF THE SOFTWARE AND CUSTOMER DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS NOT IN LICENSOR’S CONTROL AND INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. LICENSOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS BY THE PARTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE SERVICE AND SOFTWARE ARE DESIGNED TO BE TOOLS TO ASSIST CUSTOMER IN CUSTOMER’S BUSINESS; LICENSOR MAKES NO WARRANTY THAT THE SOFTWARE SERVICE AND THE SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER. ANY WARRANTIES MADE BY LICENSOR MAY BE VOIDED BY ABUSE OR MISUSE OF THE SOFTWARE OR SOFTWARE SERVICE BY CUSTOMER.

14. Limitation of Liability. IN NO EVENT WILL LICENSOR’S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SUPPORT PLAN OR THE USE OF THE SOFTWARE SERVICE OR SOFTWARE EXCEED THE AMOUNT OF FEES PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT GAVE RISE TO SUCH LIABILITY.

15. Exclusion of Other Damages. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, OR LIABILITIES RELATED TO A VIOLATION OF AN INDIVIDUAL’S PRIVACY RIGHTS; OR (II) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS), IN EACH CASE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE AND THE SOFTWARE SERVICE, AND FOR ANY RELIANCE THEREON.

16. Intellectual Property Indemnity. Licensor will defend any action brought against Customer to the extent that it is based upon a claim that the Software or the Software Service, as made available by Licensor to Customer under this Agreement, infringes any existing U.S. patent or copyright. Licensor will pay any costs, damages and reasonable attorneys’ fees attributable to such claim that are finally awarded against

Customer in such action. Licensor's obligations under this Section 16 are contingent upon: (i) Customer giving prompt written notice to Licensor of any such claim; (ii) Customer allowing Licensor to control the defense and any related settlement of any such claim; and (iii) Customer furnishing Licensor with reasonable assistance in the defense of any such claim, so long as Licensor pays Customer's reasonable out-of-pocket expenses. If Customer's use of the Software or Software Service is, or in Licensor's opinion is likely to be, enjoined due to the type of claim specified in this section, then Licensor may, at its sole option and expense: (i) procure for Customer the right to continue using the Software Service and/or Software under the terms of this Agreement; or (ii) replace or modify such items so that the Software Service and Software, as applicable, is non-infringing and substantially similar in functionality. Licensor will have no obligation for any claim of infringement to the extent that it results from (i) modifications to the Software or any other component of the Software Service made other than by Licensor, or (ii) Customer's failure to use any item or technology provided by Licensor to Customer for the purpose of avoiding any infringement.

17. Customer Indemnification. Customer shall, at Customer's expense, defend Licensor and its affiliates and their officers, directors, employees and representatives against all claims, actions, suits and proceedings by unaffiliated third parties arising from or related to Customer's breach of or failure to comply with this Agreement, or Customer's use or misuse of the Software. Customer shall pay all costs, losses, damages and reasonable attorneys' fees incurred, and all associated settlements in connection with any such claims. Customer agrees not to settle any claim, action, suit or proceeding for which Customer are indemnifying Licensor in a manner that would impose any obligations on Licensor without first obtaining Licensor's consent thereto (which shall not be unreasonably withheld or delayed).

18. Verification. Customer agrees that Licensor or its designee shall have the right to periodically conduct on-site audits of Customer's use of the Software Service and the Software. These audits will be conducted during regular business hours, and reasonable efforts will be made not to interfere unduly with Customer's regular business activities. Licensor may also require Customer to accurately complete a self-audit questionnaire in a form provided by Licensor. If an audit reveals unlicensed use of the Software or the Software Service, Customer must promptly order and pay for sufficient licenses to permit all usage disclosed. If material unlicensed use is found (*i.e.*, if the aggregate payments Customer has made to Licensor as of the date the audit commences are less than 95% of the aggregate payments Customer should have made to Licensor as of such date), Customer also shall reimburse Licensor for its costs incurred in connection with the verification.

19. Term; Termination. The term of this Agreement shall commence on the Effective Date and shall remain in effect until it is terminated in accordance with the terms set forth herein or as otherwise mutually agreed to by the Parties. Each **Exhibit A** attached hereto shall set forth the term of use of the Software Service. Either party may terminate this Agreement at any time and for any reason upon fifteen (15) days advance written notice to the other party. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days following receipt of notice specifying the breach. Upon the expiration or termination of this Agreement, Customer shall promptly cease using the

Software Service, delete Customer Data, and pay all amounts accrued or otherwise owing to Licensor for the terminated or expired portion of this Agreement, and each Party shall return, or certify the destruction of the Confidential Information of the other Party.

20. Legal Compliance; Restricted Rights. The Software and Software Services are made available to Customer solely for lawful purposes and use. Customer shall be solely responsible for, and agree to comply with, all applicable Laws. Without limiting the foregoing, Customer agrees to comply with all U.S. export Laws and applicable export Laws of Customer's locality (if Customer are not in the United States). The Software and Software Service are provided subject to Licensor's standard commercial agreement; the Software, Software Service and related documentation are "commercial computer software" and "commercial computer software documentation", and licensed for use subject to Licensor's standard commercial agreement. Any license to use the Software or Software Service acquired by the United States government is provided with only "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7014 and FAR 52.227-19 if the commercial terms are deemed not to apply. The Software and Software Service were developed at private expense without government funds, and is commercial software.

21. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to choice-of-law rules or principles. The parties agree that the exclusive venue for all disputes relating to this Agreement shall be in courts situated in Coconino County, Arizona. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. Customer expressly agrees with Licensor that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

22. Notices. Any notices under this Agreement will be personally delivered, or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as a Party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Licensor shall be sent to the attention of Customer Support with a copy to Waste Management, 1001 Fannin St. Ste 4000, Houston, TX 77002 Attn: General Counsel (unless otherwise specified by Licensor).

23. Assignment. Customer may not assign or otherwise transfer this Agreement without Licensor's prior written consent; Licensor agrees to use its reasonable efforts to notify Customer promptly in writing of any assignment by Licensor to an unaffiliated third party of this Agreement; provided, however, Licensor has the right to assign or delegate any of the work or service required under this Agreement to any of its subsidiaries or affiliates and any of Waste Management's subsidiaries or affiliates. Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other Party if a majority of its outstanding voting capital stock is sold to a third party, or if it sells all or substantially all of its assets or if there is otherwise a change of control. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

24. Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

25. General. This Agreement, including its exhibits (all of which are incorporated herein), are collectively the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Amendments or changes to this Agreement must be in mutually executed

writings to be effective. Unless otherwise expressly set forth in an exhibit that is executed by the Parties, these Terms shall control in the event of any conflict between these Terms and any terms set forth in an exhibit. Sections 1, 7-11, 13-15, 18-22 and 25 shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.

[Exhibits to follow]

Software Hosting and Service Agreement

EXHIBIT A(A100114)

This Exhibit A (No. A100114), executed as the date set forth below, is attached to and incorporated by reference into, that certain Software Hosting and Service Agreement, dated October 1, 2014, by and between WML and Customer.

The following terms shall have the following meanings:

“Mobile Units” means the maximum number of specific mobile or portable machines, laptop computers, device, terminal, or other digital electronic or analog device authorized to use the Licensed Software.

“Named Users” means either the maximum number of humans or specific machines authorized to use the Software.

“Vehicles” means the maximum number of vehicles owned and/or operated by Customer to use with Software.

All other capitalized terms not defined herein shall have the meanings given to them in the Agreement.

1. Customer, through the use of the Software Service, shall have the right to use the following Software:

- a) eRouteLogistics®
- b) eRouteDispatch™
- c) eRouteTracker™
- d) eRouteLink™
- e) eRoutePerformance™

2. Number of Named Users for each Software:

- a) eRouteLogistics® - 10
- b) eRouteDispatch™ - 10
- c) eRouteTracker™ - 10
- d) eRoutePerformance™ - 10

3. Number of Vehicles for each Software

- a) eRouteLogistics® - 17
- b) eRouteDispatch™ - 17
- c) eRouteTracker™ - 17
- d) eRouteLink™ - 17
- e) eRoutePerformance™ - 17

4. Fees:

Item	Users	Vehicles	Fee Year 1 October. 1, 2014- September 30, 2015	Fee Year 2 October 1, 2015- September 30, 2016	Fee Year 3 October 1 2016- September 30, 2017
SOFTWARE					
eRouteLogistics® Commercial/Residential Software, eRouteDispatch™ eRouteTracker™	10	17	\$26,710	\$46,690	\$46,690

eRoutePerformance™ eRouteLink™					
TOTAL			\$26,710	\$46,690	\$46,690

Customer shall procure the Mobile Units Hardware (Tablet, Vehicle Mounts, casing etc.) for eRouteLink™ Software above and be fully responsible for ensuring that the mobile units are mounted, installed and secured.

Payment Schedule

All payments are due Net 30. Payments are due in full at the beginning of each Year above.

ALL PAYMENTS SHALL BE MAILED TO:
WM LOGISTICS, LLC
1021 Main St. 5th floor
Attention: IT Finance
Houston, TX 77002

5. WML shall provide the above Service(s) for the Fee(s) set forth in the table above beginning **October 1, 2014**, for a term of three (3) years (“Initial Term”). Thereafter, this Service Order may be renewed for one (1) year terms (“Renewal Term”) unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term.

6. MOBILE UNITS

If Customer elects to use Mobile Units (as evidenced in the chart provided in paragraph 4 of this Exhibit A), Customer agrees to the following:

- a) Customer agrees to have Mobile Units installed in its vehicles. Such installation of the Mobile Units will be at Customer’s own risk. Such Mobile Units will contain the Licensed Software and all terms and conditions related to use of the License Software, as well as any guidance and directives provided with the Mobile Units, shall apply to the Mobile Units and Customer shall comply therewith. The Licensed Software is owned by WML. Customer agrees that Mobile Units placed in service vehicles must be affixed, mounted or secured such that they do not move while the vehicles are in motion. Customer understands and agrees that operating or otherwise using the Mobile Unit while the vehicle is in motion can result in accidents causing injury and/or damages. Therefore, any use or operation of the Mobile Units while the vehicle is in motion is strictly prohibited. Customer shall inform all drivers of its vehicles to not operate or use Mobile Units while the vehicles are in motion. The term “operate” or “use” means any act of programming the Mobile Unit, changing the settings of the Mobile Unit or in any way touching or physically interacting with the Mobile Unit.
- b) Customer will be responsible for claims, damages, suits, penalties, fines and liabilities (including reasonable attorney fees) for injury or death to persons or loss or damage to property arising out of its use, operation or possession of the Mobile Units.
- c) **CUSTOMER ACKNOWLEDGES THAT WML IS NOT THE MANUFACTURER OF SUCH MOBILE UNITS. WML DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESSED OR**

IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS AND IS NOT LIABLE FOR THE PERFORMANCE OF THE MOBILE UNITS.

- d) CUSTOMER AGREES TO AND SHALL RELEASE, INDEMNIFY AND HOLD HARMLESS WML, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, FINANCIAL ADVISORS, COUNSEL, ACCOUNTANTS, AGENTS, AFFILIATES AND SUBSIDIARIES AGAINST ANY AND ALL LOSSES, INJURY, DEATH, DAMAGES, LIABILITIES, CLAIMS, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES ARISING OUT OF OR RELATED TO THE MOBILE UNITS.**

BY EXECUTING THIS EXHIBIT A (No. 100114), WML AND CUSTOMER, THROUGH THEIR AUTHORIZED REPRESENTATIVES IDENTIFIED BELOW, AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT AND THIS EXHIBIT A (NO. 100114).

WML	Customer: _____
By:	By:
Print Name: Surya Sahoo	Print Name: Kevin Burke
Title: President, WM Logistics	Title: City Manager, City of Flagstaff, Arizona
Effective Date: <u>October 1, 2014</u>	

Software Hosting and Service Agreement

EXHIBIT B

Support

Standard support is set out in the software maintenance plan listed in the table below. WML will make commercially reasonable efforts to provide Customer with support with regard to the Software. WML agrees to respond to a maximum of such requests outlined in the table below during any given month. WML and Customer agree that responding by telephone to a request for support is commercially reasonable and sufficient. To the extent that Customer requires more than the stipulated hours of support during any single month, Customer agrees to pay an additional fee for that month as outlined in the table below.

Support Plan Feature	Cost
Office Hour Help Desk Support Mon to Friday, 8am to 5pm CST except on WML Holidays	Max 8 calls per month 2 hours per call
Enhancement Request Development Rate	\$150/Hr.
Additional hours of phone support	\$75 per hour
Software Upgrades	Included
Software Patches	Yes

Service Level and Performance

WML will make commercially reasonable efforts to make the Software Service available for Customer's use during normal business hours except for planned outages. WML does not warranty specific performance levels. Performance varies depending on the size of customer dataset.

Software Updates

WML will make commercially reasonable efforts to provide advance notice of material updates to Software. Customer may not be able to access the Software and Software Service during the update process.

Backup and Security

WML uses servers that have hardware redundancy such as RAID hard drives to reduce downtime and to protect data. In the event of hardware failure and loss of data, WML will attempt to restore data from nightly backups.