RouteSmart
TECHNOLOGIES

QUOTATION # 01312012D_Franklin

Date: 01/03/2013

Customer #:   Contract #:

RouteSmart Technologies, Inc.
8850 Stanford Blvd.
Suite 3250
Columbia, MD 21045
Phone: 800/977-7284
Fax: 410/290-0334

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Attention: Chris Robinson
PHONE: (615) 550-6665
FAX: ( )
EMAIL: chris.robinson@franklintn.gov

Quote is valid from: 09/24/2012 To: 01/31/2013

Qty	Description	Unit Price	Total
1	**RouteSmart Primary Concurrent-Use License** to include: • One (1) concurrent use RouteSmart for ArcGIS **primary** deployment license. • First year of maintenance included. Maintenance period commences upon completion of implementation. After year 1, software maintenance will be invoiced at $6,000/annually. • NAVTEQ Premium street centerline data configured and delivered in RouteSmart ready format. Service size extract at a size to cover the defined geographic service area of the City of Franklin, TN. • Additional secondary licenses may be procured for $19, 500.	$39,000	**$39,000**
0	**ESRI ArcGIS Software:** • One (1) version 10.0 concurrent use (CU) workstation deployment licenses. NOTE: All server deployments require concurrent use (CU) licensing. Discounts apply for multiple purchases. Includes: 1st year maintenance and support for ESRI ArcGIS.	None included in this Quotation	**None included in this Quotation**

4847-2118-9650v1

Quoted by: Jessica Cearfoss	Account Manager: Jessica Cearfoss
Email: jcearfoss@routesmart.com	Email: jcearfoss@routesmart.com

Acceptance of this quotation is limited to the RouteSmart Technologies End User License Agreement, the City of Franklin Standard Procurement Terms and Conditions, and the Quotation Terms and Conditions. For the avoidance of doubt, the terms of the RouteSmart Technologies End User License Agreement appended to this Quotation shall override the terms of the "click-through" End User License Agreement that must be accepted to use the Software. In the event of a conflict, the provisions contained in the City of Franklin Standard Procurement Terms and Conditions shall control over the conflicting provisions contained in the RouteSmart Technology End User License Agreement. This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

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Qty	Description	Unit Price	Total
1	**RouteSmart PIM Implementation and Training Services (Training Program):** • One (1) day on-site at client location PIM engineering meeting, data preparation, plus off-site tasks as identified. • Remote assistance as needed for system installation and operation. • **Seven (7)** days of on-site training for end-users. • Class size not to exceed 6 participants. All workbook materials provided. Add additional participants to the same class at $1,500 each for the term of the Training Program. • Travel & expenses included.	$16,400	$16,400
3	**RouteSmart Route Implementation Consulting :** • **Three days (3)** days of professional on-site day access to RouteSmart Logistics Consultant to assist with initial project set-up and route generation for commercial routing operations. Includes 8 hours, per day of full assistance and supervision from an experienced Logistics Consultant. • Travel & expenses included.	$2,050	$6,150

Invoicing Terms		
• 25% ($15,387.50) due* upon delivery of RouteSmart software and Navteq street data	Item Total	$61,550
	Sub Total	$61,550
• 25% ($15,387.50) due* upon completion of PIM	Shipping & handling	$0
	Contract pricing adjustment	$0
• 25% ($15,387.50) due* upon completion of seven (7) days of on-site training for end-users	Total (Excludes applicable sales tax)	$61,550
• 25% ($15,387.50) due* upon completion of Route Implementation Consulting or 100 days from PIM, whichever comes first		
• Travel & expenses included		

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* Upon City's receipt of an accurate, proper, complete and itemized invoice, net 30 calendar days from date of delivery
and/or completion/installation/rendering or date of invoice, whichever is later.

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BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, sign below and return this quotation to indicate your acceptance. RouteSmart Technologies address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this Quotation and have chosen to sign the Quotation to indicate your acceptance, you must fax RouteSmart Technologies the signed Quotation in its entirety in order for the Quotation to be accepted. You will be contacted by your RouteSmart Technologies representative if additional information is required to complete your request.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services, effective from the date of termination. All maintenance fees from the date of termination will be due and payable if you decide to reactivate your maintenance coverage at a later date.

Acceptance of this quotation is limited to the attached RouteSmart Technologies license agreement, quotation terms and conditions attached to this quotation, other RouteSmart Technologies terms and conditions attached to this quotation, and City of Franklin Standard Procurement Terms and Conditions attached hereto. Any additional or different terms in any purchase order are deemed rejected unless expressly accepted in writing and signed by RouteSmart Technologies. Notwithstanding, if the purchase order is placed under an existing signed agreement (e.g., Master Purchase Agreement), then the purchase order shall identify such agreement on the face of the order and the terms and conditions of such agreement shall govern the subject matter of the purchase order.

By signing below, you are authorizing RouteSmart Technologies to issue invoices for the items included per payment terms detailed in the above Quotation in the amount of and not to exceed: $61,650.00, plus sales taxes if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

__X__ Customer is tax exempt. Customer's Certificate of Exemption is attached.

For Customer:

_____
Signature of Authorized Representative

_____
Name (Please Print)

MAYOR
Title

_____
Date

For RouteSmart Technologies, Inc.

_____
Signature of Authorized Representative

CHRISTOPHER W WALZ
Name (Please Print)

VICE PRESIDENT
Title

3 JANUARY 2013
Date

4847-2118-9650v1

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Email: jcearfoss@routesmart.com	Email: jcearfoss@routesmart.com

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This offer is limited to the terms and conditions incorporated and attached herein.

APPROVED AS TO FORM
by City Attorney's Office

By: _____

Date: 1/3/13

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TECHNOLOGIES

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This offer is limited to the terms and conditions incorporated and attached herein.

RouteSmart
TECHNOLOGIES

RouteSmart Technologies Quotation Terms & Conditions

RouteSmart Technologies, Inc., 8850 Stanford Blvd., Suite 3250, Columbia, MD 21045
PHONE: 800/977-7284   FAX: 410/290-0334

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from RouteSmart Technologies, Inc., except as required by law.

ORDER PROCESS
The order process is initiated when RouteSmart Technologies receives the Quotation (including the Master License Agreement), executed in full by and for both parties, and Customer's sales tax exemption certificate.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate Web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to RouteSmart Technologies, or as otherwise directed.

RouteSmart Technologies, Inc. LICENSE AGREEMENTS
All RouteSmart Technologies software, data, Web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to RouteSmart Technologies commercial license terms, unless specifically identified by RouteSmart Technologies as a noncommercial item. To license this software or data, a Master License Agreement signed by both parties is required. Some RouteSmart Technologies software is copy protected with a software keycode or hardware key, and some software, data, Web-enabled services or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through RouteSmart Technologies at a date no later than completion of implementation. RouteSmart Technologies will give reasonable notice to any changes with the aforementioned passwords so as not to interrupt Customer's use of the software, data, Web-enabled services or subscriptions.

MAINTENANCE
After expiration of any complimentary period of maintenance that may apply to the licensed software, Customer may exercise its exclusive option to purchase maintenance payable annually in advance at the current prevailing maintenance rates. RouteSmart agrees to cap any annual maintenance increase to 3%. The maintenance term shall commence upon payment. For any cancelation of maintenance, you may cancel the maintenance and termination shall be effective upon the completion of thirty (30) days advanced written notice to RouteSmart Technologies. Should you have already paid for the entire maintenance period, RouteSmart Technologies shall refund you pro-rated for the time remaining. A reinstatement fee applies when maintenance has lapsed. For software and data with optional multi-year maintenance for a discounted fee, the discounted maintenance fees are in consideration of, and contingent upon, your commitment to the maintenance term you elect in your order. For such multi-year maintenance, you may cancel the maintenance upon ninety (90) days advanced written notice to RouteSmart Technologies. Accordingly, early termination of multi-year maintenance shall be, subject to an offset payment of fifty percent (50%) of the outstanding maintenance fees for the maintenance term initially committed to in the quotation regardless of the billing option selected. No other refund or reduction for cancellation is available. If you are ordering multi-year maintenance, please indicate a billing option on your purchase order by selecting a statement as indicated below. After a multi-year maintenance option is completed, RouteSmart Technologies will quote maintenance annually, payable in advance at the current prevailing maintenance rates unless a new multi-year option is agreed upon in writing.

Option 1. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront, please include the following information on your purchase order: **"This PO is in acceptance of quote #XXXXXXX and covers the total amount for all years included in the multi-year maintenance term. RouteSmart Technologies may invoice the entire amount upon shipment."**

Option 2. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for the first year only, please include the following information on your purchase order (PO): **"This PO is in acceptance of quote #XXXXXXX. This order is for the initial year of the multi-year maintenance term. We agree to issue a PO for each subsequent year in a pro rata amount per year to be invoiced annually in advance."**

RouteSmart
TECHNOLOGIES

Option 3. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront but want to be invoiced annually, please include the following information on your purchase order: **"This PO is in acceptance of quote #XXXXXXX and covers the total amount for all years included in the multi-year maintenance term. However, RouteSmart Technologies shall invoice annually in advance a pro rata amount for each year of the term."**

DATA DISCLAIMER
Data is provided "AS IS" without warranty of any kind. The data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The data may contain some nonconformities, defects, errors, or omissions. ROUTESMART TECHNOLOGIES AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, RouteSmart Technologies and its licensor(s) do not warrant that the data will meet Licensee's needs or expectations, that the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. RouteSmart Technologies and its licensor(s) are not inviting reliance on this data, and Licensee should always verify actual data including, but not limited to, map, spatial, raster, and tabular information.

DELIVERY
Software: Allow thirty (30) days from RouteSmart Technologies receipt of Quotation, executed in full by and for both parties.

Hardware: Manufacturer's delivery terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method for software and data is electronic delivery. For hardware, we use ground or two-day air. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS
Net thirty (30) days.

TAXES
Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget, please allow for applicable sales tax. RouteSmart Technologies reserves the right to collect sales tax assessed by states as required by law. RouteSmart Technologies will add state sales tax to the invoice unless proof with the order is shown to RouteSmart Technologies that your organization is tax exempt or pays state tax.

RouteSmart Technologies License Agreement

IMPORTANT – READ CAREFULLY: THIS ROUTESMART LICENSE AGREEMENT IS A LEGALLY BINDING AGREEMENT BY AND BETWEEN THE CITY OF FRANKLIN, A TENNESSEE MUNICIPAL CORPORATION, AND ROUTESMART.

ROUTESMART IS WILLING TO LICENSE THE SOFTWARE, DATA, OR DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS ROUTESMART LICENSE AGREEMENT. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THE SOFTWARE, DATA, OR DOCUMENTATION WILL NOT BEGIN DOWNLOADING TO OR INSTALL ONTO A USER'S COMPUTER SYSTEM UNTIL THE USER HAS MANIFESTED HIS OR HER AGREEMENT TO THE TERMS AND CONDITIONS OF THIS ROUTESMART LICENSE AGREEMENT BY CLICKING THE "I AGREE" LINK BELOW. THE SOFTWARE, DATA, OR DOCUMENTATION WILL NOT BE DOWNLOADED TO OR INSTALLED ONTO A USER'S COMPUTER SYSTEM UNLESS AND UNTIL THE "I AGREE" LINK IS CLICKED.

ROUTESMART LICENSE AGREEMENT
(January, 2005)

This ROUTESMART License Agreement (hereinafter referred to as "Agreement") is by and between the City of Franklin, a Tennessee Municipal Corporation, ("Licensee") and RouteSmart Technologies, Inc. ("ROUTESMART"), a New York corporation, with its principal place of business at 235 E. Jericho Turnpike, Mineola, NY 11501. The term Licensee shall be further defined to include Licensee's employees, contract personnel, consultants and agents.

ARTICLE 1 – DEFINITIONS

Definitions – As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

(a) "Software" means all or any portion of ROUTESMART's proprietary routing software technology and computer software code, whether alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), including but not limited to all, components, dynamic link libraries (DLLs), and programs, backups, updates, fixes, patches, upgrades new versions and releases provided pursuant to ROUTESMART support services, merged copies, modifications and all customizations, regardless of their creator, permitted hereunder or subsequently

RouteSmart TECHNOLOGIES

RouteSmart Technologies License Agreement

supplied under this Agreement, and all derivatives and copies thereof, all whether delivered electronically or on any media.

(b) "Data" means any ROUTESMART or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ROUTESMART software compatible format(s) supplied by ROUTESMART or its third party vendors.

(c) "Documentation" means ROUTESMART'S published materials including, but not limited to, user documentation, training documentation, or technical information and briefings provided in any form or media, whether print, electronic, video or CD-ROM.

(d) "License Manager" means the nondestructive license management software program, comprised of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

(e) "Concurrent Users" means the Software may be accessed and/or executed only by the total number of end users licensed and paid for by Licensee. The number of "Concurrent Users" accessing or executing the Software is defined as the total number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The number of Concurrent Users licensed by Licensee is set forth in the Quotation to which this Agreement is attached.

ARTICLE 2 – INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, Documentation and all trademarks, logos, content, and text are owned or licensed and distributed by ROUTESMART and its licensor(s), are licensed, not sold, and are protected by all applicable United States and international laws, treaties, and conventions regarding intellectual property, trade secrets or other proprietary rights. ROUTESMART and its licensor(s) retain all rights, title, and ownership to the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to protect the Software, Data, and Documentation as ROUTESMART Confidential Information from unauthorized use, reproduction, distribution, or publication. All intellectual property and other rights not specifically granted in this Agreement are reserved to ROUTESMART and its licensor(s).

ARTICLE 3 – GRANT OF LICENSE

3.1 Grant of License – Subject to Licensee's payment of all fees and charges due to ROUTESMART for this license and related services and conditioned upon Licensee's full compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ROUTESMART grants to Licensee a nonexclusive, nontransferable perpetual license to:

RouteSmart
TECHNOLOGIES

RouteSmart Technologies License Agreement

(a) Install and use licensed Software, Data, and Documentation as a package (unless otherwise licensed by ROUTESMART) for Licensee's own internal use only for the purposes set forth in the Documentation and not for resale to be accessed and/or executed solely by the licensed number of Concurrent Users; and

(b) Access and use ROUTESMART's website resources made available to all Licensees for internal use only, provided that Licensee follows ROUTESMART's website Terms of Use and is current and in good standing with respect to the license and annual support services fees. All password or controlled access information provided by ROUTESMART or its authorized distributor shall be treated as ROUTESMART Confidential Information.

3.2 Beta License – In the event ROUTESMART accepts Licensee into a Beta Testing program, Licensee may be provided alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") copies of Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. All Beta Software and Documentation, test results, benchmarking, error data, Licensee comments and suggestions are ROUTESMART Confidential Information. ROUTESMART reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es), if any, will be made available to Licensee to test during the term of the Agreement. Beta Software and Documentation are provided "AS IS" without warranty of any kind, are subject to change prior to commercial release and may never be commercially released. Licensee is cautioned that Beta Software is not suitable or licensed for any use other than testing and releases ROUTESMART from and accepts all liability and responsibility for any use and any results generated.

3.3 Evaluation License – ROUTESMART may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by ROUTESMART. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

ARTICLE 4 – SCOPE OF USE

4.1 Permitted Uses

(a) Licensee may (i) install and store licensed Software and Data onto electronic storage device(s) and (ii) only permit the Software, Data, and Documentation to be used internally by the licensed number of Concurrent Users for the purposes set forth in the Documentation and in accordance with the licensed configuration on file with ROUTESMART Customer Service or ROUTESMART authorized distributors. Beta and evaluation versions may be used for testing purposes only.

(b) Licensee may make one (1) copy of the Software, Data, and Documentation for back-up or archival purposes during the term of this Agreement for use only in the event that

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Licensee's production copy is destroyed. Only one (1) copy of the Software, Data and Documentation may be in use by Licensee in production.

(c) Licensee may make a reasonable number of copies of the Documentation supplied in digital format solely for Licensee's own internal use and not for resale so long as all copyright and other proprietary notices are faithfully reproduced in or on all copies. Licensee shall not merge the Documentation or portions thereof with other software, printed or digital documentation without ROUTESMART's prior written consent. In the event such consent is given, the resulting Documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ROUTESMART and its licensor(s) in the Documentation: "Portions of this document include intellectual property of ROUTESMART and its licensor(s) for which ROUTESMART and its licensor(s) claim all copyright protection and are used herein under license. Copyright © RouteSmart Technologies, Inc., and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

(a) Licensee shall not permit the use of the Software, Data or Documentation by more than the licensed number of Concurrent Users to access the Software, Data or Documentation, and shall not permit the use of the Software, Data or Documentation by any third party.

(b) Licensee shall not sell, rent, lease, sublicense, lend, assign, time-share, or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation, transfer, in whole or in part, prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement, market or create a security interest in the Software, Data and/or Documentation.

(c) Licensee shall not create derivative works, modify, transmit or redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs or reduce the Software or Data object code to human readable form without the prior written approval of ROUTESMART.

(d) Licensee shall not translate, reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ROUTESMART and its licensor(s) Confidential Information and then only after giving ROUTESMART a reasonable opportunity (but no less than 30 days) to provide the functionality sought from such activity.

(e) Licensee shall not make or permit any attempt to circumvent the technological measure(s) (e.g., License Manager, passwords etc.) that control access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly

permitted by applicable law notwithstanding this restriction and then only after giving ROUTESMART a reasonable opportunity (but no less than 30 days) to provide the functionality sought from such activity.

(f) Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by this license, copyright or any law.

(g) Licensee shall not remove or obscure any ROUTESMART or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.

(h) Licensee shall not divulge or permit its authorized users to divulge assigned passwords and identification codes to anyone or permit anyone other than those designated by Licensee as its authorized users to use the Software, Data, Documentation and/or any secure, protected portion of ROUTESMART's website.

ARTICLE 5 – MAINTENANCE

Subject to Licensee's payment of all license and services fees and its compliance with this Agreement, ROUTESMART agrees to provide maintenance and support consisting of Software, Data, or Documentation updates and access to technical support and other benefits specified in and pursuant to the then most current applicable ROUTESMART Technical Support Services Policy, a copy of which shall be made available to Customer upon written request. Termination of maintenance and support will not affect any licenses granted.

ARTICLE 6 – TERM AND TERMINATION

So long as Licensee is in compliance with the terms and conditions of this Agreement and is current in the payment of all fees due, the license granted to Licensee by this Agreement shall commence upon the earlier of Licensee's demonstrated acceptance of this Agreement or Licensee's possession or use of the Software, Data and/or Documentation and shall continue until such time that (a) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this Agreement, or (b) ROUTESMART terminates this Agreement upon written notice to Licensee due to (i) termination of Licensee's licenses for third party software or data vendor(s) or (ii) Licensee's breach. Upon termination of this Agreement, Licensee shall promptly uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form within its possession or control and execute and deliver evidence of such destruction to ROUTESMART, which evidence shall be in a form acceptable to ROUTESMART in its sole discretion.

ARTICLE 7 – LIMITED WARRANTIES AND DISCLAIMERS

RouteSmart
TECHNOLOGIES

RouteSmart Technologies License Agreement

7.1 Limited Warranties – So long as Licensee is in compliance with the terms and conditions of its agreements with Licensor and has paid all fees and costs due, for a period of one (1) year from the later of the date of Licensee's acceptance of this Agreement, keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ROUTESMART represents and warrants that: (i) when used in accordance with the Documentation, the unmodified Software will substantially conform to the Documentation and (ii) the media upon which the Software, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

7.2 Data Disclaimer – If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The Data may contain some nonconformities, defects, errors, or omissions. ROUTESMART AND ITS LICENSOR(S) MAKE NO WARRANTY AND HEREBY DISCLAIM ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO LICENSEE'S LICENSE OR USE OF THE DATA. Without limiting the generality of the preceding sentence, ROUTESMART and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. ROUTESMART and its licensor(s) are not inviting reliance on this Data, and Licensee should always verify actual data/results including, but not limited to, map, spatial, raster, and tabular information.

7.3 GENERAL DISCLAIMER – EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES SET FORTH IN 7.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROUTESMART, FOR ITSELF AND ITS LICENSORS AND ASSIGNS, DISCLAIMS ALL OTHER WARRANTIES DUTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, ACCURACY, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DATA AND/OR DOCUMENTATION AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES. ROUTESMART DOES NOT WARRANT THAT THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES WILL MEET LICENSEE'S NEEDS, THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BETA AND EVALUATION SOFTWARE IS DELIVERED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LICENSEE ASSUMES ALL RISK OF ANY NATURE WITH RESPECT TO THE BETA AND EVALUATION SOFTWARE.

7.4 Exclusive Remedy – Licensee's exclusive remedy and ROUTESMART's entire liability for breach of the limited warranty set forth in Article 7.1 that Licensee asserts within the limited warranty period shall be limited, at ROUTESMART's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software pursuant to the ROUTESMART Technical Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software or Documentation that does not meet ROUTESMART's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers to ROUTESMART or its Distributor a Certification of Destruction in a form acceptable to ROUTESMART.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 DISCLAIMER OF CERTAIN TYPES OF LIABILITY – IN NO EVENT SHALL ROUTESMART OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, PERSONAL INJURY OR PROPERTY DAMAGE, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR LICENSEE'S USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ROUTESMART OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 GENERAL LIMITATION OF LIABILITY – REGARDLESS OF ANY DAMAGES LICENSEE MAY INCUR OF ANY NATURE OR SORT, IN NO EVENT WILL ROUTESMART'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE LESSER OF LICENSEE'S ACTUAL PROVEN DIRECT DAMAGES OR THE LICENSE FEES PAID TO ROUTESMART BY LICENSEE FOR THE APPLICABLE SOFTWARE, DATA, DOCUMENTATION OR SERVICES PURSUANT TO THIS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations – Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ROUTESMART. The parties agree that ROUTESMART has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including

the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9 – INFRINGEMENT INDEMNITY

9.1 So long as Licensee is in compliance with the terms and conditions of its agreements with Licensor and has paid all fees and costs due, ROUTESMART shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee based upon any claims, actions, or demands by a third party alleging that the Software or Documentation, when used in compliance with the Documentation and this Agreement, infringes a registered U.S. patent or copyright provided that: (a) Licensee promptly notifies ROUTESMART in writing of the claim thereof; (b) ROUTESMART has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and (c) Licensee cooperates fully in the defense of the claim. ROUTESMART will pay all costs and damages finally awarded against Licensee but will not be responsible for any costs, expenses or compromise incurred or made by Licensee without ROUTESMART's prior written consent.

9.2 If ROUTESMART believes that the Software or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software or Documentation is enjoined, ROUTESMART, at its own expense and in its sole discretion, may either (a) obtain the right for Licensee to continue using the Software or Documentation or (b) modify the Software or Documentation to make it noninfringing while maintaining substantially similar functionality. If neither of such alternatives is commercially practical in ROUTESMART'S sole discretion, then ROUTESMART may terminate this Agreement as to the infringing portion of the Software or Documentation and, upon Licensee's return of the infringing portion to ROUTESMART, refund license fees paid by Licensee amortized over a five (5) year useful life using straight line depreciation. This Section 9.2 states ROUTESMART'S entire liability and Licensee's sole remedy for infringement.

9.3 ROUTESMART shall have no indemnification obligation or liability for any infringement claim based in whole or in part on Licensee's (a) use of the Software or Documentation in combination with any items not supplied by ROUTESMART; (b) material alteration of the Software, Data, or Documentation by anyone other than ROUTESMART, its agents, or its contractors; (c) continuation of allegedly infringing activity after it has been notified of the possible infringement; or (d) use or continued use of a superseded, discontinued or altered version or release of the Software if the infringement could have been avoided by Licensee's use of the current, updated or modified version provided by ROUTESMART. Licensee hereby indemnifies ROUTESMART and its licensors to the extent an infringement claim is based in whole or in part on any of the foregoing.

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THE FOREGOING STATES THE ENTIRE OBLIGATION OF ROUTESMART WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Future Orders – All Software, Data, Documentation, or maintenance orders shall be governed by the terms of this Agreement as modified from time to time by ROUTESMART upon notice to Licensee or any then current Agreement provided by ROUTESMART.

10.2 Export Control Regulations – Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, re-export, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls and that it will not use the Software, Data or Documentation for on-line control equipment in hazardous environments requiring fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, weapons or other systems in which in which the failure of the Software, Data of Documentation could lead directly to death, personal injury or severe physical or environmental damage.

10.3 Taxes and Fees, Shipping Charges – License and services fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges. All taxes and fees (excluding those based upon ROUTESMART'S income) shall be paid by Licensee.

10.4 No Implied Waivers – The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.5 Severability – The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.6 Counterparts – If executed in hard copy, this Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

10.7 Successor and Assigns – Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ROUTESMART's prior written consent, and any attempt to do so without consent shall be void. Notwithstanding the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

10.8 Survival of Terms – The provisions of Articles 1, 2, 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

10.9 Equitable Relief – Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage not compensable in monetary damages and that, in the event of such breach, in addition to any and all remedies at law, ROUTESMART shall have the right to seek equitable relief, including but not limited to injunction and/or specific performance, in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond.

10.10 Confidentiality – The Software, Data and Documentation and other related information provided to Licensee pursuant to maintenance and support services or otherwise (collectively "Confidential Information") constitutes trade secrets and confidential and proprietary information of ROUTESMART and its licensors. Licensee must not disclose Confidential Information to anyone and must use at least the same degree of care to maintain the secrecy of Confidential Information as it uses to maintain the secrecy of its own proprietary trade secrets or confidential information but in no event less than a reasonable degree of care.

10.11 Force Majeure – ROUTESMART shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, flood, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the Software, Data or Documentation or other causes beyond ROUTESMART'S control whether or not similar to the foregoing.

10.12 Commercial Terms and Conditions – This Agreement contains ROUTESMART's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

10.13 Governing Law, Arbitration

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This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of laws principles. Except for relief as provided in Article 10.9 above, which may be sought in any court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through good faith dispute resolution efforts and negotiation among the parties, shall settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), in lieu of the Arbitration provisions of this clause and is licensed in accordance with the rights and limitations set forth in the applicable DFARS.

10.14 Sole Agreement. This Agreement, the ROUTESMART Quotation and Quotation Terms and Conditions to which this Agreement is attached, and Licensee's Standard Procurement terms and Conditions attached hereto, constitute the sole and entire agreement of the parties as to the subject matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

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1.   Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party, except that ROUTESMART may assign the same to a successor to its business and, in such event, ROUTESMART will provide the City with written notice of such assignment. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. ROUTESMART may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve ROUTESMART of its duties under these Standard Procurement Terms and Conditions.

2.   Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to ROUTESMART's performance of all provisions of this procurement.

3.   Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply ROUTESMART with a copy of its Sales and Use Tax Exemption Certificate. ROUTESMART shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

4.   Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of ROUTESMART:
City of Franklin	RouteSmart Technologies, Inc.
Attn: Purchasing Manager	

<div align="center">Re: City of Franklin Contract No. 2012-0150</div>

109 3rd Ave. South	235 E. Jericho Turnpike
P.O. Box 305	
Franklin, TN 37065-0305	Mineola, NY 11501
FAX: 615/550-0079	

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E-mail: purchasing@franklintn.gov _____

5.   Confidentiality and Proprietary rights.   The Software, Data and Documentation, as each is defined in the ROUTESMART Technologies License Agreement to which these Standard Procurement Terms and Conditions are appended (the "License Agreement") are proprietary information of ROUTESMART and shall at all times remain Confidential Information (as defined in the License Agreement) of ROUTESMART. Other than with respect to the Software, Data and Documentation, ROUTESMART agrees to clearly identify all other documentation or e-mails provided to the City in connection with the transaction which is governed in part by these Standard Procurement Terms and Conditions (the "Transaction"). Proprietary rights do not extend to the data created by the City's employees who are authorized under the License Agreement to use the Software; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation, provided that such data may be used only in accordance with the terms of the License Agreement and shall not be sold or licensed, or otherwise made available, for commercial purposes. City may be required to disclose documents under state or federal law. City shall notify ROUTESMART if a request for documents has been made and shall give ROUTESMART a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information.   In exchange, ROUTESMART agrees, subject to the provisions of Section 20 below, to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon ROUTESMART 's representation that materials supplied by ROUTESMART (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads ROUTESMART and ROUTESMART assumes control over that claim.

6.   Derivative Works.   To the extent that the Agreement contains ROUTESMART's reservation of rights, such definitions and limitations are modified by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

7.   Arbitration/Mediation.   No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

8.   Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it

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must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

9. Warranties/Waiver. The City does not waive any rights it may have to all remedies provided by law in connection with a warranty claim.

10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

13. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

14. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by ROUTESMART other than due to a breach by the City of the license restrictions or proprietary rights provisions contained in the License Agreement, the license to the Software and rights to the related data created by the City shall continue in full force and effect subject to the license restrictions set forth in the License Agreement. Upon termination, ROUTESMART shall be entitled to receive all amounts due under the terms of the applicable contract documents. Upon termination of services for the convenience of either party, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree. The City shall not be entitled to any portion of any pre-paid fees in

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the event of termination for any reason, unless this Agreement is the result of an uncured breach by ROUTESMART.

15. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled following notice and the expiration of the applicable cure period stated in the relevant contract document (or if no cure period is stated, thirty (30) days following receipt of written notice of the breach), if the breach remains uncured, to terminate these Standard Procurement Terms and Conditions with written notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

16. Default. If ROUTESMART, without cause, fails to perform or comply in all material respects, with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany and fails to cure within the time period provided for cure under the relevant contract document (or if no cure period is stated, thirty (30) days following receipt of written notice of the breach), then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by ROUTESMART; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from ROUTESMART that submitted the next lowest and best responsive and responsible bid, or ROUTESMART that submitted the next best proposal, if that ROUTESMART will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) subject to the provisions of Section 20 below, may hold ROUTESMART liable for all damages provided by law, including cost of cover.

17. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

18. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

19. Indemnification. Notwithstanding any indemnity provisions contained within the License Agreement, (i) the City shall have only such indemnification obligations to ROUTESMART as is permitted by law for the City to assume, (ii) the City shall have the right to approve any counsel selected by ROUTESMART in connection with the defense owed to the City, such approval not to be unreasonably withheld, conditioned or delayed,

and (iii) in no event shall ROUTESMART settle any claim for which indemnification is owed to the City and which would require the City to admit to liability or pay money without approval from the City, which shall not be unreasonably withheld, conditioned or delayed.

20. <u>Limitation of Liability.</u> Notwithstanding any provision of these Standard Procurement Terms and Conditions, the License Agreement, or any other contract, agreement or other document which these Standard Terms and Conditions may accompany, in no event shall ROUTESMART's liability under these Standard Procurement Terms and Conditions, the License Agreement or any other contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, whether related to indemnity obligations of ROUTESMART or actual, indirect, consequential or other damages incurred by the City or otherwise, ever exceed, in the aggregate, two times the value of the contract document under which the liability arose. The provisions of this Section 20 shall not apply with respect to ROUTESMART's liability for ROUTESMART's intentional torts, criminal acts or fraudulent conduct.