

PREPARED FOR:

Buyer: Rochester Hills Fire Department
Attn: **Todd Gary**
Rochester Hills, MI

DELIVERED BY:

HAAS Alert
PO Box 8237
Chicago, IL 60680

On behalf of HAAS Alert, I am pleased to provide the following price quotation to renew your current subscription with HAAS Alert Safety Cloud® service. In doing so, nearby motorists will receive real-time alerts via their vehicle system or popular mobile navigation applications (e.g., Waze).

With your renewal of HAAS Alert Safety Cloud service, your fleet will continue to alert nearby motorists through Waze, Apple Maps, and Stellantis vehicles. As we add on more alert partners (e.g., mobile navigation apps, car manufacturers), more drivers will receive alerts.

Pricing and payment options are found on the next page followed by our sales contract.

We appreciate the opportunity to continue to work with you and enable greater safety to your people and your fleet.

Nicholas Chiamonte

Fleet Sales Account Executive, HAAS Alert
nic@haasalert.com

The Pricing Option(s) for the HAAS Alert digital alerting solution we discussed is/are shown below:

Description	Unit Price (per term)	# of Vehicles	Discount	Net Price (per term)
<input type="checkbox"/> R2V Subscription - 3 Years - Paid Annually Includes: Hardware + Service	\$549.63	19	-\$1,566.45	\$8,876.52
<input type="checkbox"/> R2V Subscription - 5 Years - Paid Annually Includes: Hardware + Service	\$439.78	19	-\$1,253.37	\$7,102.45
Upfront Payment Options				
<input type="checkbox"/> R2V Subscription - 1 Year - Paid Upfront Includes: Hardware + Service	\$599.00	19	-\$1,707.15	\$9,673.85
<input type="checkbox"/> R2V Subscription - 3 Years - Paid Upfront Includes: Hardware + Service	\$1,499.00	19	-\$4,272.15	\$24,208.85
<input checked="" type="checkbox"/> R2V Subscription - 5 Years - Paid Upfront Includes: Hardware + Service	\$1,999.00	19	-\$5,697.15	\$32,283.85
Total				\$32,283.85

Pricing reflects 10% early customer discount and 5% volume discount

Renewed subscription term will begin on June 30th, 2022

Net Price excludes shipping & handling and appropriate sales taxes

By signing, you are agreeing to the pricing option(s) above and sales contract found on the following page(s).

Todd Gary

Effective Date

PO #

HAAS, Inc. Sales Contract

This Sales Contract ("**Contract**") is made effective as of the Effective Date, by and between HAAS, Inc., of 1010 W 35th St, Suite 545 Chicago, IL 60609, ("**HAAS**"), and Buyer.

1. **ITEMS PURCHASED.** HAAS agrees to sell, and Buyer agrees to buy, the products listed in the accompanying Safety Cloud Proposal ("**Proposal**") in accordance with the terms and conditions of this Contract. This Contract will remain in effect until the expiration of the Service Term outlined in the Proposal.
2. **PAYMENT.** Payment(s) shall be made to HAAS, Inc., P.O. Box 8237 Chicago, Illinois 60680 as set forth in the Safety Cloud Proposal. HAAS shall add shipping costs to invoices associated with any shipment of physical goods, when applicable. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at two (2) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.
3. **PAYMENT OF TAXES.** When applicable, Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes. Buyer may be required to provide a tax exemption certificate.
4. **SERVICE RENEWAL:** The Service Term will automatically renew for successive periods of one (1) year each. HAAS may change the amount of fees due at the start of each renewal term by giving no less than sixty (60) days notice prior to the end of the expiring term. Buyer must provide at least sixty (60) days written notice of intention to cancel renewal to support@haasalert.com.
5. **EQUIPMENT:** Costs for any equipment provided by HAAS are included in the Proposal, unless otherwise stated. Buyer will fully own equipment unless otherwise stated in the Proposal.
6. **WARRANTIES.** HAAS warrants that the equipment shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the start of the Service Term.
7. **REMEDIES ON DEFAULT.** If a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. Should the default be on the part of the Buyer, in accordance with this section, the Buyer will be subject to an early termination fee equal to the amount of all fees and other amounts due and to become due hereunder. Such termination fee shall be paid in accordance with Section 2. This Section 7 shall survive the termination of this agreement for any reason. Should the default be on the part of HAAS, the Buyer will be subject to a refund equal to the amount of all fees paid for services not yet rendered, prorated on a straight-line basis over the duration of the Service Term.
8. **DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association.
9. **ASSIGNMENT.** HAAS may assign or transfer this Contract without prior written consent of the Buyer. HAAS will notify Buyer after assignment or transfer.
10. **APPLICABLE LAW.** This Contract shall be governed by and construed according to the laws of the State of Illinois without reference to its conflicts of law principles.
11. **END USER LICENSE AGREEMENT.** Buyer agrees that all services provided under this contract shall be used in accordance with HAAS Alert's End User License Agreement, that shall be modified from time to time and is available at <https://www.haasalert.com/eula>.
12. **SEVERABILITY.** To the extent that any provision of this Contract is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the Parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this contract shall continue in full force and effect with respect to all other provisions.