

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into between TRUELITE TRACE, INC. DBA FLEETUP ("**FleetUp**") and PINAL COUNTY, Arizona ("**Pinal**") (collectively, the "Parties") with respect to the following:

RECITALS

WHEREAS, FleetUp and Pinal are the Parties to a Contract (Order #: SO-06453) entered into on September 15, 2022, in which Pinal ordered One Hundred and Fifteen (115) FleetUp HD Asset Trackers and twelve (12) months of service and support at the cost of \$1,725.00 per month (collectively "Contracts");

WHEREAS, on October 26, 2022, Pinal ordered an additional Fifty (50) FleetUp HD Asset Trackers and twelve (12) months of service and support from FleetUp (Order #: Q-06854)(hereinafter Order #: SO-06453 and Order #: Q-06854 shall be collectively referred to as "Contracts") at the cost of \$750.00 per month which makes the aggregate Contracts' price \$2,475.00 per month;

WHEREAS, Pinal has found that it is not in the best interest of the County nor a prudent use of taxpayers' dollars to continue the Contracts so Pinal wishes to terminate the Contracts;

WHEREAS, the Parties in good faith and at arm's length have negotiated a compromise to resolve all claims concerning the Contracts;

NOW, THEREFORE, FleetUp and Pinal hereby agree as follows:

Pinal shall deliver payment to FleetUp in the amount of eleven thousand five hundred dollars (\$11,500.00 U.S. Dollars), the sufficiency of which is acknowledged as good and valuable consideration on or before July 5, 2023. Payment shall be delivered to FleetUp's counsel David Chun, Esq., located at 2005 De La Cruz Blvd., Suite 245, Santa Clara, CA 95050, and payable to "Truelite Inc. dba "FleetUp".

Pinal shall return all FleetUp devices to FleetUp in good condition and in working order so that they are received by FleetUp on or before June 15, 2023. Pinal shall pay FleetUp the retail price for any devices that is missing, damaged, or not working in addition to the \$11,500.00 mentioned in the paragraph above within 14 days of invoice.

Upon the timely receipt by FleetUp of the \$11,500 and devices, or retail price for any device that is missing, damaged, or not working, in full, the parties shall forever and fully releases the other party and its respective successors, assigns, officers, agents, employees, elected officials, and all persons, companies, firms, and corporations having an interest in them from any and all claims and demands relating to the Contract of any kind, nature, or description whatsoever, and from any and all liabilities, damages, actions or causes of action, either at law or in equity, relating to the Contract as to the other party and its successors, assigns, officers, agents, employees, elected officials, and all persons, companies, firms, and corporations arising

from the abovementioned Contracts. However, if the above payment is not timely received either in full or in its entirety, this agreement in its entirety shall be void and have no effect of any kind such that it shall be as if it was never executed.

It is further understood and agreed that the above-referenced \$11,500.00 payment is made in compromise and settlement of all claims, any and all liability for which is denied by Pinal County, and that neither the payment nor the taking of this release shall be construed as an admission of any liability on the part of Pinal County. No provision of this Agreement shall be construed as an admission by Pinal County of improper conduct, omission, or liability.

GENERAL PROVISIONS

1. **Construction.** The language in all parts of this Agreement shall be construed according to its plain and ordinary meaning, except as to those terms defined by law. Recitals shall be deemed to be part of this Agreement.
2. **Choice of Law and Venue.** This Agreement shall be governed by the laws already stated in the Contracts. Venue for any proceeding to enforce the any terms of this Agreement shall be the venue already stated in the Contracts. The choice of law and venue provisions of the Contracts are incorporated herein by this reference.
3. **Severability and Waiver.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
4. **Correspondence.** All notices required herein or any other correspondence pertaining to this Agreement shall be sent by email to parties' respective counsels, specifically to Fleetup through its counsel David Chun, Esq. at dchun@chunlaw.com and to Pinal through its counsel Thaddeus Garlick, Esq., at thaddeus.garlick@pinal.gov .
5. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one original document. Scanned (.pdf), and/or facsimiled copies of an original signature shall be deemed to be originally executed counterparts of this Agreement.
6. **Full Settlement.** This Agreement constitutes a full and final settlement of this matter. It is expressly understood and agreed that the Agreement has been freely and voluntarily entered into by the Parties with and upon the advice of counsel.
7. **Integration Clause.** This is an integrated Agreement. This Agreement and referenced provisions incorporated herein are intended to be a full and complete statement of the terms of this Agreement between the Parties and expressly supersedes any and all prior

oral or written agreements, covenants, representations, and warranties (express or implied) concerning the subject matter of this Agreement.

8. **Authority.** The undersigned representatives for Pinal County and Truelite Trace, Inc. dba FleetUp each certify that they are fully authorized by the party whom he/she represents to enter into the terms and conditions of this Agreement.
9. **Free and Voluntary.** The Parties acknowledge that they have read and fully understand the terms of this Agreement and that they have entered into this settlement freely and voluntarily.
10. **Effective Date.** This Settlement Agreement is effective as of the date of the last party's signature herein.
11. **Successors.** Subject only to the express restrictions contained in this Agreement, all of the rights, duties, and obligations contained in this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors and assigns.
12. **Attorney's Fees and Costs.** In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

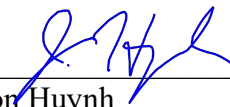
Date: _____

For Pinal County

Jeff Serdy
Chairman of the Board of Supervisors

Date: 06/07/2023

For Truelite Trace, Inc. dba FleetUp



Jackson Huynh
Vice-President of Operations

ATTEST:

Clerk of the Board

Approved as to Form

By: _____

(Print Name): _____