



WEBB COUNTY STANDARD CONTRACT

Software Services Agreement

Contractor :	Monarch Tracking LLC
Address:	401 Crossroads, Laredo, Texas 78041
County Department:	Webb County Purchasing Department
RFP Reference:	RFP 2025-008 - GPS Tracking Devices
Contract Type:	Software & Telematics Services Agreement

This Software Services Agreement ("Agreement") is made and entered into as of the last date signed below (the "Effective Date") by and between Monarch Tracking LLC ("Monarch") and Webb County, Texas ("County"). County has selected Monarch under RFP 2025-008 for the provision of GPS tracking devices, installation services, and fleet management software.

1. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and continue until terminated as outlined below. County may terminate this Agreement for convenience with thirty (30) days written notice. Monarch may terminate this Agreement for material breach or non-payment with thirty (30) days written notice and an opportunity to cure.

2. SCOPE OF SERVICES

Monarch shall provide GPS tracking devices and fleet management software to County consistent with the technical requirements in RFP 2025-008, which is made part of this Agreement for all intents and purposes, including the items described in this Section 2.

2.1 Hardware and Installation

- a. Provision of hardwired and/or OBD-11 GPS devices as appropriate for County vehicles.
- b. Free installation, removal, and reinstallation for all included devices.
- c. All wiring and mounting materials necessary for operational use.
- d. Same-day service, subject to reasonable scheduling and vehicle availability, for device replacement.

2.2 Software Features

Monarch shall provide secure access to its cloud-based fleet management system offering at minimum:

- Real-time GPS tracking with frequent updates while vehicles are in motion;
- Trip history and breadcrumb playback;
- Geofencing with alerts and notifications;
- Driver behavior monitoring, including speeding, harsh braking, and rapid acceleration;
- Idle time reporting and analysis;

- Role-based access control and user permissions; and
- Custom reporting tools and dashboards.

2.3 Training and Support

Monarch shall provide the following services to County at no additional cost:

- Unlimited in-person training sessions as needed to onboard new personnel;
- A dedicated local account representative for day-to-day needs;
- An annual in-person audit and presentation for Commissioners Court summarizing system usage and results; and
- Ongoing technical support during normal business hours.

2.4 Warranty

Monarch shall provide an extended warranty on all GPS hardware for as long as the related subscription for that device remains active and the account is in good standing. Defective devices will be replaced at no charge to County.

3. MONARCH RESPONSIBILITIES

Monarch shall:

- Maintain the hosted fleet management platform and use commercially reasonable efforts to provide high availability;
- Provide software updates, bug fixes, and performance enhancements at no additional charge;
- Maintain secure data centers and implement industry-standard cybersecurity practices; and
- Provide timely customer support and device replacement consistent with this Agreement.

4. COUNTY RESPONSIBILITIES

County shall:

- Provide reasonable access to vehicles and equipment for installation, inspection, and service;
- Use the equipment and software in accordance with Monarch's instructions;
- Maintain user account security and promptly deactivate accounts for personnel who no longer require access; and
- Pay all subscription fees for active deployed units in accordance with Section 10 of this Agreement.

5. TECHNOLOGY LIMITATIONS AND UPTIME DISCLAIMER

County acknowledges and agrees as follows:

- GPS technology requires satellite line-of-sight and may be impaired by buildings, tunnels, dense equipment, underground locations, severe weather, and similar obstructions;
- Data transmission requires cellular coverage and may be impacted by carrier outages, localized dead zones, interference or jamming, and network congestion;
- No GPS, telematics, or IoT platform can provide 100% uninterrupted service; and
- Monarch's historical average uptime is approximately ninety-nine percent (99%), but exact uptime cannot be guaranteed.

Monarch shall not be liable for interruptions, delays, or data loss caused by third-party carriers, environmental conditions, or other factors outside Monarch's reasonable control.

6. INTELLECTUAL PROPERTY RIGHTS

All hardware designs, embedded firmware, software, web portals, mobile applications, algorithms, reporting methodologies, AI models, diagnostics, documentation, and other intellectual property provided by Monarch ("Monarch IP") are and shall remain the exclusive property of Monarch. County is granted a limited, revocable,

non-exclusive, non-transferable license to access and use the Monarch IP during the term of this Agreement solely for County's internal governmental purposes.

County shall not reverse engineer, decompile, disassemble, modify, copy, or create derivative works from Monarch IP or provide system access to any third party without Monarch's prior written consent.

7. DATA OWNERSHIP AND DATA SECURITY

7.1 Ownership. County owns all raw operational data generated by its vehicles and equipment through the use of Monarch devices and software ("County Data"). Monarch owns all anonymized, aggregated, or derived analytics and statistical information that do not identify County or its individual vehicles.

7.2 Security. Monarch will use commercially reasonable administrative, physical, and technical safeguards to protect County Data, including secure data centers, encrypted data transmission where appropriate, and access controls. County is responsible for maintaining the confidentiality of its user credentials and ensuring that only authorized personnel have access to the system.

8. CONFIDENTIALITY (MUTUAL NON-DISCLOSURE)

Each party may disclose to the other certain confidential or proprietary information, including technical, financial, operational, or security-related information, that is marked or reasonably understood to be confidential ("Confidential Information"). Each party agrees to use the other party's Confidential Information solely for purposes of performing under this Agreement and to protect such information with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) is already lawfully in the receiving party's possession; (c) is obtained from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the receiving party without use of the other party's Confidential Information.

County's obligations under this Section are subject to the Texas Public Information Act and other applicable open records laws. To the extent permitted by law, County will provide Monarch with prompt notice of any request for disclosure of Monarch's Confidential Information so that Monarch may seek an appropriate protective order or assert any applicable exceptions.

9. SERVICE LEVEL AGREEMENT (SLA)

9.1 Support Response. Monarch will use commercially reasonable efforts to respond to County support requests as follows:

- Critical system outage affecting all users: response within four (4) hours during normal business hours;
- Individual device failure: same business day response where practical, subject to scheduling and access;
- Standard support requests and questions: response within one (1) business day.

9.2 Hardware Replacement. Monarch will provide same-day replacement service for faulty GPS devices, subject to reasonable scheduling and vehicle availability. Replacement devices will be provided at no additional hardware cost to County while the subscription is active.

9.3 Scheduled Maintenance. Monarch may perform scheduled maintenance from time to time and will use reasonable efforts to provide advance notice to County. Scheduled maintenance will be performed in a manner designed to minimize disruption.

10. FEES, INVOICING, AND PAYMENT

- a. County will be billed only for active units in service.
- b. All invoices issued by Monarch shall reference the applicable County Purchase Order number.

- c. Payment is due within thirty (30) days after County's receipt of a proper invoice.
- d. No charges will apply for installation, removal, reinstallation, training, warranty coverage, or annual audits as described in this Agreement.
- e. County shall not be obligated to pay for any services performed prior to full execution of this Agreement, consistent with the County's Notice of Award.

11. TERMINATION AND EQUIPMENT HANDLING

Upon termination or expiration of this Agreement for any reason:

- a. Monarch will deactivate software access for County users on the effective termination date;
- b. Monarch will coordinate with County to retrieve installed GPS hardware at no charge; and
- c. County will remain responsible for all undisputed subscription fees incurred up to the effective date of termination.

12. OPTIONAL ADDITIONAL SERVICES (NOT PART OF RFP 2025-008)

The following additional services are available at extra cost and were not requested or evaluated under RFP 2025-008. They are not included in the scope of this Agreement unless County separately approves and purchases them, and if required, obtains approval from the Webb County Commissioners Court.

12.1 AI Camera System (Optional)

Monarch offers an advanced AI-powered vehicle camera system that may include:

- Three-camera configuration (front road-facing, in-cab, and driver seat views);
- Optional blind-spot cameras for additional coverage;
- Live-view access that can be enabled or disabled in accordance with County privacy preferences;
- Passenger detection and other AI-based detection features;
- Automatic event recording for collisions and risky driving behavior;
- Same-day replacement, free installation, and extended warranty while the account is active;
- Unlimited training and annual audits similar to the GPS program.

All AI Camera System services are optional, subject to separate pricing, and not part of the core GPS tracking services awarded under RFP 2025-008.

12.2 Guardian-I Security and Throttle Control System (Optional)

Guardian-I is Monarch's advanced anti-theft and driver-management system. Key features may include:

- Lock Mode that can lock the accelerator pedal based on proximity of a paired phone;
- Configurable Rescue Time, during which the vehicle must remain stationary before temporary unlock;
- Automatic re-locking if the vehicle moves before Rescue Time completes;
- Eco Mode that smooths throttle input to promote fuel savings while allowing a safety override that is logged and reported;
- Valet or Throttle Control Mode to limit acceleration for contractors, new drivers, or corrective action;
- Over-the-air (OTA) power reduction or disable commands for theft recovery when used in accordance with County policy; and
- Automatic shutdown after a defined period of continuous GPS jamming, currently five (5) minutes, with safe recovery logic.

Guardian-I is available to County as an optional add-on at additional cost and is not part of the scope of RFP 2025-008 unless separately contracted.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by Texas law:

- a. Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential

damages, including lost profits, even if advised of the possibility of such damages;

b. Monarch's aggregate liability arising out of or related to this Agreement shall not exceed the total amounts paid by County to Monarch under this Agreement during the twelve (12) months preceding the event giving rise to the claim; and

c. Monarch shall not be liable for losses caused by cellular network outages, environmental interference, misuse or tampering with equipment, acts of theft or vehicle misuse, or GPS failure caused by obstruction or circumstances outside Monarch's reasonable control.

15. COMPLIANCE WITH LAWS AND RFP

Monarch shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. This Agreement is intended to be consistent with the terms and conditions of RFP 2025-008, Monarch's proposal submitted in response thereto, and the County's Notice of Award dated November 17, 2025. In the event of a conflict between this Agreement and those documents, the parties will work in good faith to reconcile the conflict; provided, however, that this Agreement shall control to the extent permitted by law.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie exclusively in a court of competent jurisdiction located in Webb County, Texas.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes all prior or contemporaneous understandings, negotiations, or agreements, whether written or oral, relating to such subject matter. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

18. SIGNATURES

The parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

Monarch Tracking LLC

By: _____

Name: Neal Hill

Title: CEO

Date: _____

Webb County, Texas

By: _____

Name: _____

Title: _____

Date: _____