

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: May 2, 2017

2. AGENDA ITEM: Appointments Bids/Purchases Claims
 Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats
 Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
 Resolutions Other

3. DEPARTMENT: Laramie County Public Works

APPLICANT: Wyoming Machinery Co. AGENT: Rob Geringer

4. DESCRIPTION: Consideration of a re-purchase agreement with Wyoming Machinery Co. for one 12M3 AWD serial number N9B00157

Amount \$260,026.00 From To

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Heath _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Kailey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		



Total Machine Extended Equipment Protection Plan

Wyoming Machinery Company
P.O. Box 2335
Casper, WY 82602

WMC TMEPP #: 5.929

This **Total Machine Extended Equipment Protection Plan** (hereinafter "TMEPP") provides the owner of equipment manufactured by Caterpillar, Inc. with protection against unexpected repair **Costs** for **Covered Component** failures due to defects in materials or workmanship under normal use and service, for either (1) **4,500** total **Service Meter Hours** from date of original delivery; or (2) **36** months from date of original delivery, whichever occurs first (hereinafter "**Coverage Term**"). The protection provided by this **TMEPP** is in addition to, and not in place of, the standard warranty provided by the manufacturer, Caterpillar, Inc.

This **TMEPP** is being provided, sold and administered by Wyoming Machinery Company, P.O. Box 2335, Casper, Wyoming 82602, acting as both the Provider and the Administrator. This **TMEPP** is being sold to: LARAMIE COUNTY PUBLIC WORKS, (hereinafter "**TMEPP Holder**") whose address is 13797 PRAIRIE CENTER CIRCLE, CHEYENNE., WY, 82009.

This **TMEPP** is being provided for the following **Equipment**:

Manufacturer: CATERPILLAR INC. **Model:** 12M 3 and **Serial Number:** 0N9B00157 (hereinafter **Equipment**”).

Date of Original Delivery: 3/18/2015

Service Meter Hours: 2530.0

Purchase Price of this TMEPP is:

Comments: Warranty Extension - Total Machine Warranty of 3 Years/4500 Hours - Warranty includes travel time, per diem, deductibles, and mileage to perform any warranty work. Coverage machine will be provided if the unit is down for 48 hours or more (at the request of the customer). All failures (other than operational damage) related to the emissions module (including DPF) and downstream failures caused by or related to the Emissions Module will be covered under the Total Machine Warranty. Vendor will cover all freight costs associated with warranty repairs. NOTE: Warranty term to start at expiration of original 2yr/3000hr warranty 3/18/17

This **TMEPP** is limited to repair or replacement (including both parts and labor) of inspected parts determined by Wyoming Machinery Company or Caterpillar to have been defective in material and/or workmanship. Repairs or replacements under this agreement shall be made at a Wyoming Machinery Company facility during regular business hours and transportation costs will be paid by customer. If Wyoming Machinery Company agrees to perform the work in the field at the customer's request, overtime rate, mileage (includes per diem and travel expenses) will be paid by Customer. Additionally, for any service work done in the field, the customer shall pay Wyoming Machinery Company its customary labor rate for time in excess of normal in shop repair time as determined by Wyoming Machinery Company. This agreement *does not* apply to normal maintenance service (such as engine tune-up, lubrication, and oil changes) or normal replacement of service or wear items.

The **Customer** agrees to the above and following terms and conditions for this **Total Machine Extended Protection Plan**.

TMEEPP Buyer:

TMEEPP Seller:

LARAMIE COUNTY PUBLIC WORKS

Wyoming Machinery Company

By: _____

By: _____

Title: _____

Title: Warranty Contracts Manager

Date: _____

Date: 4/19/17

**TERMS AND CONDITIONS OF
TOTAL MACHINE EQUIPMENT PROTECTION PLAN**

Definitions

In addition to the terms defined elsewhere in this TMEEPP, the following terms shall apply. (Wherever defined terms are used in this TMEEPP, they are shown in bold type.)

“**Breakdown**” or “**Mechanical Breakdown**” means the failure of any **Covered Component**, or like replacement part, to work as it was designed to work in normal service.

“**Cost**” means the usual and fair charges for parts and labor necessary to repair or replace **Covered Components**.

“**Covered Components**” means the components selected for coverage under this TMEEPP as shown in the section entitled “Covered Major Component Categories.”

“**Coverage Term**” means the term described in the first paragraph to this Service Agreement.

“**Equipment**” means the covered **Equipment** identified above.

“**Manual**” means the latest version of the Operation and Maintenance Manual available from the manufacturer of the **Equipment**.

“**Qualified Dealer**” means an authorized dealer of the manufacturer.

“**TMEEPP**” means this document.

“**TMEEPP Holder**” means the purchaser of this TMEEPP, identified above.

“**TMEEPP Seller**” means Wyoming Machinery Company, P.O. Box 2335, Casper, Wyoming 82602.

“**Service Meter Hours**” means service meter units (SMU), not recorded operating hours.

“**Service Territory**” shall mean the state of Wyoming with the exclusion of Yellowstone National Park, Grand Teton National Park, and the following counties: Big Horn, Hot Springs, Lincoln, Park, Teton, Uinta and Washakie.

“**Term**” or “**Term of this Agreement**” or other similar references shall refer to the period of time commencing on the last day of the manufacturer’s **Warranty** and ending upon the expiration of the **Coverage Term**.

“**Warranty**” means any **Warranty** issued by the manufacturer of the **Equipment** or a **Repairer’s** guarantee. It does not mean this TMEEPP.

“**Customer**” means the **TMEEPP Holder** or purchaser of this TMEEPP, identified above.

Covered Major Component Categories

Wyoming Machinery Company warrants the following components to be free from defects in material and workmanship. The following are the major component categories that are covered under Total Machine Extended coverage:

- Basic Engine - including engine components essential to engine operation (i.e. fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.).
- Transmission - includes transmission pumps and hydraulic controls.
- Torque Converter/Divider

- Drive Line - includes drive shafts and U-joints (not covered if lack of lubrication).
- Differential - includes pinion & bevel gear.
- Transfer Gear Group
- Drive Axles
- Final Drives
- Hydraulic Drive Pumps & Motors on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor.
- Brake Components for track-type loaders and tractors, only if they also provide steering.
- Steering Clutch Components on track-type loaders and tractors, if so equipped.
- Differential Steering Components - includes differential steer planetary group, pump, motor, and pilot valves.
- Vibratory Components on vibratory compactors. Includes vibratory mechanism, hydraulic pump & motor, hydraulic valves, universal joints, and bearings.
- Rotor Drive Mechanism on paving profilers, reclaimers, and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. Excluded are belts, chains, and rotor brakes.
- Electronic Controls and Sensors which function to direct power for the purpose of moving the machine. This includes power shift controls, engine pressure controls, differential lock, and finger-tip controls. It includes the wiring connectors that are part of the designated Total Machine components.
- Hydraulic / Steering Hoses & Lines
- Hydraulic Quick-Couplers and Swivels
- Hydraulic Tanks - includes specified internal parts.
- Hydraulic Oil Filter Base - excluding hydraulic oil filters.
- Hydraulic Pumps & Motors - including steering pumps (main and supplemental).
- Hydraulic Cylinders - steering, implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors).
- Hydraulic Valves & Controls - includes specified parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls.
- Hydraulic Accumulators - steering and implement.
- Hydraulic Oil Coolers - steering & implement.

WYOMING MACHINERY COMPANY RESPONSIBILITY:

If a defect in material or workmanship is found during the coverage term, Wyoming Machinery Company will:

- Provide at Wyoming Machinery Company's choice new, remanufactured or Caterpillar approved parts or assembled components needed to correct the defect. Note: Items replaced under this TMEEPP become the property of Wyoming Machinery Company.
- Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement component originally installed by other than Wyoming Machinery Company.

USER RESPONSIBILITY:

The user is responsible for:

- Local taxes if applicable
- Parts shipping charges in excess of those which are usual and customary
- Cost to investigate complaints unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including proper use of fuel, oil lubricants and coolant) and replacement of items due to normal wear and tear.
- Allowing Wyoming Machinery Company access to all electronically stored data.
- At the point of enrollment, SOS sampling must begin at the first recommended interval and continue throughout the remainder of the coverage. It is the customer's responsibility to provide Wyoming Machinery Company with this data.

General Exclusions and Limitations

Total Machine Extended Coverage does not cover the following:

- Operator abuse or neglect, including but not limited to the failure to perform the recommended preventative maintenance as specified in the Operation and Maintenance Manual.
- Applications not approved by Caterpillar, including operation beyond the design and/or capacity of the machine and at performance settings other than the standard Caterpillar specification.
- Improper or abusive use of machine.
- Wear-out and normal deterioration in performance, including but not limited to oil consumption and gasket or seal leaks.
- Chemical corrosion and physical or mechanical erosion.
- Unauthorized fuel setting changes.
- Acts of war, vandalism, riot, theft, explosion, collision, fire and/or any other act of nature, person or vermin.
- Operating equipment with improper levels or contaminated fuel, fluids or filters.
- Modifications, unless the modifications were authorized at the request of Caterpillar, and performed at an approved repair facility.
- Operating at performance settings other than the standard Caterpillar specification.
- Accelerated wear-out of components due to operating technique or application.
- Physical damage.
- Any repairs if the service meter has been stopped or altered or misrepresents the equipment's actual usage.

Maintenance Items - Specific maintenance intervals & requirements are defined within the Operator & Maintenance Manual for each individual model. Any procedures or scheduled replacement parts outlined within the "Maintenance" section of the Operator & Maintenance Manual are excluded from Total Machine Extended coverage. This would include inspections, testing, adjustments, repairs, replacement, or rebuild.

Examples include:

- V-Belts and Serpentine Belts
- Filters & Elements
- Fuses
- Windshield Wiper Blades
- Lamps, Lights & Light Bulbs (excluding LED Light Assemblies)
- Paint/Decals
- Weld Maintenance Structural Repairs (certain models)
- Planned component replacement
- Driveline wear items (u joint, splines)

For additional Maintenance Items that are excluded, refer to the NACD Service Warranty Guide.

Maintenance Items are reimbursed under Total Machine Extended coverage only when a covered component failure causes resultant-damage to the maintenance part.

Components or Systems Covered by Other Caterpillar Warranty Statements:

Examples include:

- Batteries
- Cat work tools
- Mobil-trac™ belts
- Rubber track used on MTL
- Machine Control & Guidance
- Cat Tires
- Service Tools and Supplies

Other Excluded Components:

- Glass
- Lens
- Radios

- Mini-Hydraulic Excavator rubber track belts
- Door Handles
- Ground engaging tool wear items

Wyoming Machinery Company's Obligation to Repair and/or Replace Covered Components:

Wyoming Machinery Company will repair, to normal industry standards for equipment of its nature, age and use, any damage to or defect in the **Covered Components** arising through normal wear and tear or use of the **Equipment** by the **Customer** to perform the regular tasks in accordance with the Caterpillar operation and maintenance guide.

In performing Wyoming Machinery Company's obligation to repair and/or replace **Covered Components**, Wyoming Machinery Company will provide, at Wyoming Machinery Company's expense, the following:

- At Wyoming Machinery Company's election, qualified labor and supervision either at the **Customer's** work site within the **Service Territory** or at one of the Wyoming Machinery Company places of business during Wyoming Machinery Company's normal business hours;
- Hand tools and specialized service tools; and
- New, re-manufactured, repaired or rebuilt parts, as Wyoming Machinery Company, in Wyoming Machinery Company's sole discretion, determine to be appropriate.

Wyoming Machinery Company will also repair and/or replace, at Wyoming Machinery Company's expense, components of the **Equipment** rendered unserviceable by the failure of a **Covered Component**. Wyoming Machinery Company's obligations in this respect are limited to restoring the **Equipment** to the condition it was in immediately prior to failure of a **Covered Component**. Non-covered and/or non-damaged components that are removed in the process of completing the repair and/or replacement will be reinstalled by Wyoming Machinery Company in their "as is" condition, unless the **Customer** authorizes and agrees to pay for the additional expense to repair or replace such a non-covered component or components.

Customer's Responsibilities:

The **Customer** shall operate and maintain the **Equipment** only within Wyoming Machinery Company's service territory and according to the guidelines and recommendations specified in the **Manual** for the **Equipment**. The **Customer** agrees that prior to the **Term of this Agreement**, the **Customer** will perform, or cause to be performed, all preventive maintenance recommended by the manufacturer and to utilize Wyoming Machinery Company's Scheduled Oil Sampling (S.O.S.) program by submitting samples promptly with necessary sample information at the specified service intervals designated or described in the **Manual**. Wyoming Machinery Company will provide the oil sampling bottles at no charge to the **Customer**. Preventive maintenance includes but is not limited to the servicing, adjusting, and/or replacing of specified components in the **Manual**.

The **Customer** is responsible for all costs and expenses incurred in repairing and/or maintaining the **Equipment** not covered by this TMEPP, including, but not limited to, the costs and expenses specified in Section V. "Exclusions and Limitations."

Claim Procedures

If the **Customer** experiences a **Mechanical Breakdown**, the **Customer** shall:

1. Take all reasonable steps to protect and safeguard the **Equipment**;
2. Report the **Mechanical Breakdown** to Wyoming Machinery Company within two (2) business days;
3. Promptly make the **Equipment** available to Wyoming Machinery Company for repair as Wyoming Machinery Company directs;
4. Provide Wyoming Machinery Company with satisfactory proof of the **Customer's** compliance with the Maintenance Schedules set forth in the **Manual**, such as receipts or copies of work orders or invoices showing the maintenance and services performed. Failure to show proof satisfactory to Wyoming Machinery Company may result in the denial of coverage;
5. Furnish Wyoming Machinery Company with such information as Wyoming Machinery Company may reasonably require; and

6. Allow Wyoming Machinery Company to examine the **Equipment** if Wyoming Machinery Company asks to do so. Advise Wyoming Machinery Company when the **Customer** reports the **Mechanical Breakdown** that the **Customer** is asserting a claim for repairs under this **TMEEPP**.

If the **Customer** fails to follow all of the steps set forth above in a timely manner, Wyoming Machinery Company may refuse to provide any coverage under this **TMEEPP**.

Exclusions & Limitations

This **TMEEPP** does not cover **Mechanical Breakdown** or **Covered Component** failure caused by:

1. Physical damage to the **Equipment** or to a **Covered Component**.
2. Losses resulting from alteration or modification of the **Equipment** in any manner which affects the mechanical operation as designed by the **Equipment** manufacturer.
3. Vermin, collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing, flood, or other acts of God.
4. Modifications unless those modifications were performed at the request of the manufacturer or by Wyoming Machinery Company.
5. Abuse, neglect, misuse, or lack of customary maintenance as recommended by the manufacturer in the **Manual**.
6. Use of improper or contaminated fuel, fluids or filters, or improper levels of lubricants or coolants.
7. Failure of a non-covered component and damages caused to **Covered Components** by any failure or malfunction of any kind by non-covered component.
8. A use of the **Equipment** not approved by the manufacturer.
9. Chemical corrosion or physical or mechanical erosion.
10. Use of fuel setting inconsistent with manufacturer-recommended settings.

This **TMEEPP** also does not pay for:

1. Any **Cost** and/or repair covered by the manufacturer's **Warranty**, if any, regardless of whether the **Warranty** guarantee is honored.
2. Storage or miscellaneous shop supply charges.
3. Loss of time, inconvenience, downtime or downtime-related expenses, or other incidental or consequential loss or damages that result in any manner from a **Mechanical Breakdown**.
4. Performance complaints including, but not limited to, adjustments to fuel settings or electronic unit injectors.
5. Replacement, adjustment or alignment, or any part not covered by this **TMEEPP** unless required in conjunction with the repair of a **Covered Component**.
6. Any repairs performed outside of Wyoming Machinery Company's **Service Territory**.
7. Any expense incurred by Wyoming Machinery Company to pay any person performing repairs to a **Covered Component** in excess of such person's normal hourly rate of compensation.
8. Any charges incurred by Wyoming Machinery Company for travel to and from a job site to perform repairs.
9. Freight and shipping charges incurred at the **Customer's** request for the purpose of obtaining delivery of replacement parts at a date earlier than Wyoming Machinery Company's normal and standard method of shipping would permit.

The **Customer** agrees to pay all charges for items that are not covered by this **TMEEPP** upon receipt of an invoice for such charges.

Transfer of TMEEPP

This **TMEEPP** may be transferred to subsequent owners other than a **Qualified Dealer** during the **Term** at no extra charge provided that: 1) the new owner of the **Equipment** notifies Wyoming Machinery Company of the transfer in writing within ten (10) days of the transfer of the title to the **Equipment**; and 2) Wyoming Machinery Company approve the transfer of coverage.

Terminations and Refunds

1. **Cancellation of Service Agreement by Contract Holder.** The Customer may cancel this TMEAPP by returning it to Wyoming Machinery Company with the Customer's notice of intent to cancel within ten (10) calendar days of the date of its delivery to the Customer at the time the Equipment is delivered to the Customer. This TMEAPP will be cancelled if Wyoming Machinery Company has not received the original signed TMEAPP within twenty (20) calendar days after the date the TMEAPP is mailed to the customer. If Wyoming Machinery Company cancels this TMEAPP, Wyoming Machinery Company will either refund the purchase price paid for this TMEAPP to the Customer or Wyoming Machinery Company will credit the purchase price to the Customer's account if the Customer has an unpaid balance due on the Customer's account. The cancellation right granted in this paragraph shall apply only if the Customer has not made a claim for repairs or services prior to the Customer's return of this contract to Wyoming Machinery Company.
2. **Cancellation by Wyoming Machinery Company.** Wyoming Machinery Company may cancel this TMEAPP if 1) The Customer fails to pay the purchase price for this TMEAPP when due; 2) the manufacturer's Warranty has been canceled or voided for any reason; 3) The Customer has made a material misrepresentation to Wyoming Machinery Company about the Customer, the Customer's company or Customer's intended use of the Equipment; or 4) the Customer substantially breaches the Customer's duties under this TMEAPP. If Wyoming Machinery Company cancels this TMEAPP for any of the reasons set forth in this paragraph, Wyoming Machinery Company will make a Pro-Rata Refund to the Customer of the purchase price.
3. **This TMEAPP shall be void if the service meter has been stopped, altered, or tampered with in any manner by any person, or if the hours shown on the service meter misrepresent the Equipment's actual usage. IN SUCH AN EVENT, THE CUSTOMER WILL NOT RECEIVE ANY REFUND OF THE PURCHASE PRICE.**
4. **Financing.** If the Customer's purchase of this TMEAPP is financed by a third party, the Customer authorizes the Customer lender to cancel this TMEAPP on the Customer's behalf and receive a pro-rata refund to the extent of the Customer's unpaid obligations to the lender if the Customer defaults on the Customer's obligations to the lender or in the event of a total loss or repossession of the Equipment.

Miscellaneous Provisions

1. **Benefits.** All rights or obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives and assigns.
2. **Entire Agreement.** All representations made in the negotiations of this Agreement have been incorporated herein. There are no verbal agreements between the parties to modify the terms and conditions.
3. **Survival.** The covenants, representations, warranties and agreements of the parties herein will be effective on the date hereof and shall survive Closing.
4. **Attorney's Fees.** In the event that any party having an interest under this Agreement retains an attorney for the purpose of enforcing such party's rights hereunder, and said party prevails in any action to enforce said rights, the non-prevailing party or parties agree to pay the prevailing parties' reasonable attorney fees.
5. **Time.** Time is of the essence in all matters pertaining hereto.
6. **Governing Law.** This agreement shall be construed in accordance with, and governed by, the provisions of Wyoming law.
7. **Third Party Beneficiaries.** THIS AGREEMENT IS MADE SOLELY AND SPECIFICALLY AMONG AND FOR THE BENEFIT OF THE PARTIES HERETO, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, SUBJECT TO THE EXPRESS PROVISIONS HEREOF RELATING TO SUCCESSORS AND ASSIGNS, AND NO OTHER PERSON WILL HAVE ANY RIGHTS, INTERESTS, OR CLAIMS HEREUNDER, OR BE ENTITLED TO ANY BENEFITS UNDER OR ON ACCOUNT OF THIS AGREEMENT AS A THIRD-PARTY BENEFICIARY OR OTHERWISE.

Disclaimers

WYOMING MACHINERY COMPANY'S RESPONSIBILITIES AND THE CUSTOMER'S REMEDIES UNDER THIS TMEPP ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

WYOMING MACHINERY COMPANY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF EVERY KIND IN CONNECTION HERewith INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WYOMING MACHINERY COMPANY IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS TMEPP DOES NOT COVER REPAIRS TO OR REPLACEMENT OF ANY COVERED COMPONENT THAT WAS DAMAGED OR IN NEED OF REPAIR PRIOR TO THE SIGNING OF THIS AGREEMENT. A LIST OF THESE COMPONENTS IS LOCATED ON THE "SALES QUOTE" OR "MACHINE ORDER QUOTATION."

THIS TMEPP DOES NOT SUPERCEDE THE EMISSION WARRANTY FOR EMISSION RELATED COMPONENTS.

Backing of Wyoming Machinery Company's Obligations

Wyoming Machinery Company's obligations under this TMEPP are backed by Wyoming Machinery Company's full faith and credit.



DATA GOVERNANCE CONSENT FORM

The Data Governance Statement attached as Appendix A describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other digital offerings. Please review the Caterpillar Data Governance Statement (also available at www.cat.com/data_governance_statement) regularly and with care. If Caterpillar updates the Caterpillar Data Governance Statement, Caterpillar may notify you as indicated in the Data Governance Statement.

I acknowledge and agree:

- That I have read, understand and consent to this Data Governance Consent Form and Caterpillar's Data Governance Statement;
- That I hereby grant to Caterpillar and its affiliates (as defined in the Data Governance Statement), and each of their respective licensors, service providers, suppliers, subcontractors and distributors, a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of, in accordance with the Data Governance Statement, any and all information that is collected, transmitted or further processed in accordance with the Data Governance Statement, and that the foregoing grant is made notwithstanding any more limited rights granted in any other agreements or understandings, including in any product manuals and other documentation related to Assets (as defined in the Data Governance Statement);
- That, to the extent not prohibited by applicable law, Caterpillar may, from time to time, remotely access and program telematics or other devices installed on Assets, for any purpose including by way of example, (a) to install, or cause to be installed, updates and upgrades to software, firmware, or operating systems (for example, to enhance safety, security or improve operation of Assets) or (b) to introduce new features, and/or change the type and frequency of data transmitted through telematics devices (for example, to conduct remote troubleshooting and/or provide increased customer value); that, Caterpillar cannot guarantee that user preferences and configuration settings will be preserved following such an update, whether performed remotely or otherwise; that, to the extent not prohibited by applicable law, Caterpillar may perform such activities without further notification; and that I may withdraw my consent to the installation of updates and upgrades at any time, or make other related requests to Caterpillar, by contacting Caterpillar at CatConnectSupport@cat.com.

In the event that you transfer ownership, lease, use, or operation of any Assets, you should (i) notify the next owner, leaseholder, user or operator of such Assets of the terms of this Data Governance Consent Form and (ii) notify your dealer that you have transferred ownership, lease, use, or operation of the Assets and identify the person or entity to whom ownership, lease, use, or operation has been transferred.

By signing below I voluntary consent and agree to this Data Governance Consent Form:

Company: LARAMIE COUNTY PUBLIC WORKS

Customer Account #: 0112500

Model / Serial Number: 12M 3 / 0N9B00157

Represented by (printed name): _____

Role / Title: _____

Email Address: _____

Business Phone Number: _____

Signature: _____

Date: _____



DATA GOVERNANCE STATEMENT

This Data Governance Statement describes the practices of Caterpillar Inc. (“Caterpillar,” “we,” “us” or “our”) for collecting information from customers and Distribution Networks relating to machines, products or other assets and their associated worksites (collectively “Assets”), and the operations of our distribution networks, including dealers and their related entities (“Distribution Networks”). We collect this information through online and offline means including: (1) applications and platforms for use on or through computers, APIs, and mobile devices, such as VisionLink® and Product Link™ Web (“Applications”); (2) telematics or other devices on Assets, whether manufactured by Caterpillar or by other companies (“Devices” and, together with the Applications, “Digital Offerings”); and (3) our Distribution Networks, component manufacturers, service providers, and customers. You should regularly review this Statement carefully to understand what information our digital offerings receive, generate and transmit—and what we do with that information. By providing System Data, Operations Data, or Personal Information (each as defined below) to us, you agree to the terms and conditions of this Data Governance Statement, including our collection, use and sharing of that information.

WHAT INFORMATION WE MAY COLLECT

“System Data” is information that is ingested or used by or generated through Digital Offerings, which may include:

- **Device, Asset and Component Information**, including model number, serial number, order number, software and hardware version numbers, performance, and configuration, including work tools or other peripheral devices attached to Assets.
- **Electronic Data**, including sensor logs, trends, histograms, event data, other alerts, digital state data, fault codes, idle time, daily and cumulative fuel consumption, emissions data, service meter hours, electronic data files downloaded manually or automatically from an Asset, troubleshooting data, and other data, depending on the customer and Asset and communication channel used by a Device.
- **Inspection Data**, including results of inspections using a Caterpillar or third-party inspection system.
- **Device Location Information**, including the physical location of an Asset (e.g., determined using satellite, GPS, cell phone tower, Bluetooth or WiFi signals).
- **Fluid Data**, including analysis results of fluid samples (such as oil, hydraulic and coolant fluids) obtained using Caterpillar or third-party tools.
- **Event Recorder Data**, including location, speed, direction and associated video recordings, use of controls and positive train control information.
- **Service and Maintenance History**, including work orders (records of all maintenance, repair, parts purchases, replacement and modification to an Asset), component life (history of usage and wear life of a component), maintenance schedule, planned maintenance, warranty coverage data, maintenance and repair contracts, service intervals (scheduled interval for planned maintenance of component replacement activities for an Asset), component lists (lists of parts that make up an Asset) and service letters (describing special service actions recommended by Caterpillar to correct a known problem with an Asset).
- **Site and Environmental Conditions**, including the type of work being done, condition of roads or tracks, altitude, climate and material tracking.
- **Patterns of Use**, including any user-defined information relating to a product you provide to us through a Digital Offering.

“Personal Information” is information that relates to an identified or identifiable individual, which may include:

- Name
- Postal address (including billing and shipping addresses)
- Telephone number
- Email address
- Identification information such as usernames and user IDs
- The employer or company with which an individual is associated and his or her role and title
- User Profile information
- Location information
- Information about any computer or mobile device with which you access Applications



- Information about your use of Applications
- Audiovisual data
- Physiological data such as eye movement, facial expressions, heart rate

“Operations Data” is information we may collect from or that is otherwise provided by Distribution Networks through Caterpillar’s data flow & information integration platform with its dealers, which may include:

- Information contained in invoices and service contracts.
- Information about customers of Distribution Networks, including the customer’s name, address, industry, customer category, the name, position, email address, and telephone number of the designated contact person, the name, email address and telephone number of the Dealer’s sales representative assigned to the customer, and other information relating to the Dealer’s relationship with its customer.
- Work order data, including information about the customer, Asset involved, problem identified, and repairs performed
- Store hierarchy data, including information about Dealer inventory reporting and replenishment processes.
- Information used by Distribution Networks to manage a fleet of Assets (either owned or rental) including customers of Distribution Networks and worksites.
- Dealer component data, including Information relating to management and replenishment of parts inventory, and customer purchases, returns and replacements.

Information collected by Caterpillar may simultaneously constitute System Data, Personal Information, and Operations Data, or any combination thereof. If you submit any System Data, Operations Data, or Personal Information in connection with Digital Offerings, including System Data that may relate to Devices on Assets that are not manufactured by Caterpillar, you represent that you have the authority to do so and to permit us to use the information in accordance with this Data Governance Statement.

HOW WE MAY COLLECT INFORMATION

We and our service providers may collect information in a variety of ways, including:

- **Through Devices:** We may receive information via cellular or satellite link, or radio or Ethernet connection from Assets equipped with a Device, which may include System Data (such as information relating to the Device or Asset) or Personal Information (such as from information generated by fatigue monitoring devices, on-board camera and proximity detection systems, and in-cab monitoring technology). Some information may be collected automatically, such as fault codes, hours of operation and fuel levels.
- **Through Applications and Online:** We may collect information through Applications (e.g., when you enter maintenance information) or when you use our websites, online services or platforms.

We may also receive information through other online means, such as when you initiate a data transmission through on-site servers or email inspection information to us. We may also collect information typically collected through websites and mobile applications, such as browser and device information, application usage data, information collected through cookies, pixel tags and other technologies, IP addresses and location information.

- **Offline:** We may collect information when you interact with us or our Distribution Networks, attend one of our trade shows, place an order or contact customer service.
- **From Component Manufacturers and OEMs:** We may obtain System Data from manufacturers of the components in your Assets or of non-Caterpillar Assets you use. This information may be provided to us automatically.
- **Through Wearable Technology:** We may collect information through wearable technology, such as fatigue monitoring devices or RFID tags embedded in hardhats or safety vests.



- **From Asset Owners, Distribution Networks and Others:** We may receive additional information from Asset owners, Distribution Networks, operators and other persons who have management responsibility for an Asset.
- **From Other Sources:** We may receive your information from other sources, such as public databases, joint marketing partners, social media platforms (including from people with whom you are friends or are otherwise connected) and from other third parties. We may collect or generate information from troubleshooting data, from your service providers (such as fluid analysts and site inspectors) or from maintenance, inspection or warranty records.

HOW WE MAY USE INFORMATION

We may, and may permit our Distribution Networks to, use collected information for the following purposes:

To Provide Services to You and Others:

- To allow you or the Dealer to monitor the status of Assets, to provide you use of Applications, to complete and fulfill purchases, and to communicate with you regarding your purchase or rental and provide you with related customer service.
- To fulfill customer support agreements, perform maintenance and repairs and deliver rental Assets or parts.
- To make recommendations regarding safety, Asset health, maintenance, worksite efficiency and productivity training for operators.
- To enhance the safety of machine operations, including by tracking proximity to Assets, other objects or humans.
- To enable remote technician services, such as remote troubleshooting, and remote tuning.
- To provide you with location-based services and content.

To Enable Communications:

- To manage the connection to the Asset or Device.
- To allow you and other users of Applications to communicate with each other through Applications.
- To send administrative or contractual information, for example, information regarding the terms and conditions of using Digital Offerings, warranty policies or service contracts.
- To provide you with information about new products and services and to send you marketing communications that we believe may be of interest to you.

For General Business Purposes:

- To conduct market research or to evaluate Caterpillar or Distribution Networks.
- To perform data analytics, audits, improving products, developing new products, enhancing, improving or modifying our Digital Offerings, identifying usage trends and operating and expanding our business activities and for statistical analysis based on aggregated and deidentified data, such as benchmarking reports.
- To provide services to customers, manage work flow, monitor repairs, project future maintenance and service, and troubleshoot issues.
- To validate effectiveness of recommendations, resolve complaints, and fulfill orders.
- To manage inventory in order to provide you with parts and services.
- To manage a fleet of owned or rented Assets.
- To maximize the efficiency of operations and increase sales.
- To develop digital applications.

Other Uses:

- To allow you to participate in sweepstakes, contests or similar promotions and to administer these activities. Some of these activities have additional rules, which could contain additional information about how we use and disclose your Personal Information. We suggest that you read any such rules carefully.
- For additional uses as agreed by you and us.



With respect to audiovisual data that identifies an individual or physiological data for an identifiable individual, we will use that data only to provide products and services to our customers, including to make recommendations regarding safety, Asset health, maintenance, worksite efficiency and productivity training for operators, and to improve our products and services.

HOW WE MAY DISCLOSE INFORMATION

We may disclose information:

- To our affiliates which are entities directly or indirectly, controlling, controlled by, or under common control with Caterpillar Inc. (for a list, see Exhibit 21 of our Form 10-K available [here](#)) for the purposes described in this Data Governance Statement. Caterpillar Inc. is the entity responsible for information jointly used with its affiliates.
- To Distribution Networks to permit them to use System Data and Personal Information to maintain relationships with you, provide services to you and send marketing communications to you.
- To Asset owners, to permit them to manage their use of their Asset.
- To our service providers who provide services such as data analytics, information technology and related infrastructure provision, application development, platform hosting, customer service, product development, auditing, advisory and other services.
- To component manufacturers, to permit them to study the use of their products, to improve their products and to develop new products.
- To agents, service providers or other third parties contracted by or engaged in business with Asset owners, who have management responsibility for the Asset.
- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our or any of our affiliate's business, Assets or stock (including in connection with any bankruptcy or similar proceedings).
- To additional recipients as agreed by you and us.

Location Data: We may share location information with our affiliates and Distribution Networks to enable them to provide you with localized content and services. In some instances, you may be permitted to allow or deny such uses and/or sharing of your Device's location, but if you do, we and/or our affiliates and Distribution Networks may not be able to provide you with the applicable services and content. We may use or disclose information, as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to lawful requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others, including for purposes of information security; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

De-identified or Aggregated Information: De-identified or Aggregated Personal Information, Operations Data or System Data does not personally identify you or any other user of Digital Offerings (for example, we may aggregate Personal Information to calculate the percentage of our users who have a particular telephone area code, or we may aggregate System Data to calculate component wear rates). We may use and disclose de-identified or aggregated information for any purpose, except where we are required to do otherwise under applicable law.

REMOTE SERVICES AND UPDATES

Device Software Maintenance: From time to time, we use System Data to remotely examine and update Devices that we manufacture or otherwise provide (e.g., to update system settings or to manage the communications carriers used to connect to Caterpillar or our affiliates). In doing so, we may change the volume or granularity of System Data that we collect in order to improve the utility of Digital Offerings to you, as well as to improve our products and services, among other purposes. If the change in data we collect materially changes the scope of System Data, we will update this Data Governance Statement as described in "Updates to This Data Governance Statement" below.



Asset Software Maintenance: In addition, we offer Asset owners the option to participate in our automatic update service for Asset software. If you participate in this service, we will use System Data to remotely update software that controls machine operations for your Caterpillar Asset, and we may push the software update files to the Asset in preparation for an update.

SECURITY

We use reasonable organizational, technical and administrative measures designed to protect information within our organization. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please immediately notify us in accordance with the "Contacting Us" section below.

CHOICES AND ACCESS

Your choices regarding our use and disclosure of your Personal Information

We give you choices regarding our use and disclosure of your Personal Information. You may opt-out from:

Receiving electronic marketing communications from us: If you no longer want to receive marketing emails relating to Digital Offerings from us on a going-forward basis, you may opt-out by contacting us via email at CatConnectCare@cat.com. We will process your request(s) as soon as reasonably practicable. Please note that if you opt-out of receiving marketing-related emails from us, we may still send you important administrative messages, from which you cannot opt-out.

Our sharing of your Personal Information with our Distribution Networks for their direct marketing purposes: If you would prefer that we not share your Personal Information from Digital Offerings on a going-forward basis with our Distribution Networks for their direct marketing purposes, you may opt-out of this sharing by contacting us via email at CatConnectCare@cat.com.

How you can access, change or suppress your Personal Information

If you would like to review, correct, update, suppress or delete Personal Information that you have previously provided to us, you may contact us by email at CatConnectCare@cat.com.

In your request, please make clear what Personal Information you would like to have changed, whether you would like to have your Personal Information suppressed in our database. For your protection, we may only implement requests with respect to the Personal Information associated with the particular email address that you use to send us your request, and we may need to verify your identity before implementing your request. We will process your request as soon as reasonably practicable. Please note that we may need to retain certain information for recordkeeping purposes or in accordance with agreements we may have with a third party (e.g., an Asset owner or Dealer that employs you). There may also be residual information that will remain within our databases and other records, which will not be removed.

OTHER IMPORTANT INFORMATION

Third Party Content: This Data Governance Statement does not address, and we are not responsible for (i) the privacy, information or other practices of any third party operating any website or online service to which a Digital Offerings links (e.g., our Applications may include, for your convenience, a hyperlink to local weather information provided by a third party with whom we have no business relationship) and (ii) Personal Information controlled by a third party, such as a supplier, service provider, or customer, even if such Personal Information is collected or otherwise processed by Caterpillar. Further, the inclusion of a link in a Digital Offering does not imply endorsement of the linked site or service by us or by our affiliates.

Retention Period: We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Data Governance Statement unless a longer retention period is required or permitted by law.



Cross Border Transfers: Your information may be stored and processed in any country where we operate or where our service providers operate, and by using a Digital Offering you expressly consent to the transfer of information to countries outside of your country of residence, including the United States, which may have data protection rules that are different from those of your country.

Sensitive Information: Our Digital Offerings are not designed for you to send us sensitive Personal Information such as social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, or genetic characteristics, criminal background or trade union membership. We request that you refrain from sending such information on or through Digital Offerings or otherwise to us.

UPDATES TO THIS DATA GOVERNANCE STATEMENT

We may change this Data Governance Statement. The "*LAST UPDATED*" legend at the bottom of this page indicates when this Data Governance Statement was last revised. Any changes will become effective when we post the revised Data Governance Statement. Your use of Digital Offerings following these changes means that you accept the revised Data Governance Statement.

CONTACTING US

If you have any questions about this Data Governance Statement, please contact us at CatConnectCare@cat.com.