Last updated: **October 2026**

SUBSCRIPTION AGREEMENT FOR USE OF ROUTESMART OPTIMIZE

This Subscription Agreement for Use of RouteSmart Optimize ("Agreement") is incorporated into and made a part of the Quotation executed by Customer and is effective as of the date referenced in the Quotation (the "Effective Date"). This Agreement is a binding legal agreement between the customer identified in the Quotation ("Customer", "you", or "your") and RouteSmart Technologies, Inc. ("RouteSmart") for the right to use RouteSmart's online proprietary routing technology identified in the Quotation, including, without limitation, software and other technology used by RouteSmart to provide such routing technology (such technology, collectively being the "RouteSmart Technology") and associated user guides, training manuals, computer-assisted learning tools, and other explanatory materials provided by RouteSmart, and including all updates, supplements, and modifications thereto relating to the RouteSmart Technology (collectively, the "Documentation"). "RouteSmart Technology" does not include the Route Data (defined below). The RouteSmart Technology and the Documentation are, collectively, the "Subscription Product". This Agreement also governs RouteSmart's provision of any related services described in this Agreement and/or in any Quotation (collectively, the "Services"). Section headings are for convenience only, and will not be used to interpret this Agreement.

RouteSmart may update this Agreement and/or any Ancillary Agreement (defined below) at any time. Any modification of this Agreement or any other document incorporated within this Agreement will be available for review at trust.routesmart.com. RouteSmart will also provide notice (by electronic mail to the current account email address on file) in connection with modifications having a material and adverse impact on your use of the Subscription Product. Your continued use of the Subscription Product following RouteSmart's posting of the modifications (or emailing of material modifications, as applicable) constitutes your agreement to the new terms. It is your responsibility to ensure that you are operating under the current form of this Agreement.

In consideration of the mutual covenants and promises recited below, the parties, intending to be legally bound, agree as follows:

1. SUBSCRIPTION; USE RIGHTS

1.1 Subscription and Use Rights. All RouteSmart Technology and Documentation is provided as a subscription-based product and is not sold. Subject to your strict compliance with the provisions of this Agreement, including with all payment terms contained herein, RouteSmart hereby grants you a limited non-exclusive non-transferrable and non-sublicenseable right, only during the Term (hereinafter defined), with the right to extend such use rights to Affiliates (hereinafter defined) and to field service personnel used by you or your Affiliates ("Field Service Personnel") for internal business purposes only (including, but not limited to, the planning by you, Affiliates and Field Service Personnel of routes and the delivery of products and/or services for you, your Affiliates and third parties using your or your Affiliates' Field Service Personnel) and not for resale, relicense or otherwise for commercial purposes, to use the Subscription Product and related Services in strict accordance with the terms of this Agreement. "Affiliates" means any entity incorporated or otherwise formed and owned, operated, managed and/or controlled by you or by your wholly owned subsidiaries. An entity shall be deemed to be "controlled" if Customer has the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities, by contract, or otherwise. You will be responsible for ensuring that your Affiliates and Field Service Personnel to whom you allow access to the Subscription Product and/or related Services comply with the terms of this Agreement and with any additional agreements, terms of use or conditions, flow-down terms, and any other documents incorporated herein (whether by reference in this Agreement, the Quotation, or in any other agreement incorporated within or linked to this Agreement) (collectively, "Ancillary Agreements"), and you will be responsible for any breach of this Agreement by any such Affiliate or Field Service Personnel. RouteSmart will provide the Subscription Product in accordance with RouteSmart's service level commitments, which may change from time to time in RouteSmart's sole discretion upon notice to you, which notice may be provided by posting to trust.routesmart.com. Your continued use of the Subscription Product constitutes your acceptance of the changes. If the Subscription Product is specifically identified on the applicable Quotation as a "beta" or "evaluation" version (the "Beta Subscription Product"), your use is limited to evaluation purposes to determine compatibility of the Subscription Product with your own internal business network or to assist RouteSmart with testing the product for the designated evaluation period and you may not use such Subscription Product in production.

1.2 Restrictions. The use rights granted in Section 1.1 above are subject to the restrictions in this Section 1.2 and your continuing compliance with the terms of this Agreement. Except as otherwise permitted under this Agreement, you may not (a) use the Subscription Product in combination with any software or equipment that is prohibited in the Documentation or the applicable Quotation; (b) authorize use of the Subscription Product by anyone other than you, your Affiliates or the Field Service Personnel unless such use is for your benefit (you are responsible for all acts and omissions of anyone that you authorize use of the Subscription Product through your account); (c) use the Subscription Product other than as permitted under this Agreement or access or use the Subscription Product through any technology or means other than that provided by RouteSmart; (d) separate the components of the Subscription Product for use individually or separate from the Subscription Product(s); (e) reverse engineer, decompile, or disassemble the Subscription Product; (f) create derivative works or reduce the Subscription Product object code to human readable form; (g) sell, rent, lease, lend, distribute, market or create a lien or security interest in the Subscription Product unless otherwise agreed to between you and RouteSmart; (h) sublicense or otherwise transfer the Subscription Product, (i) remove or obscure any proprietary notices, labels or markings included by RouteSmart in the Subscription Product; (j) use the Subscription Product to provide services to third parties, sell, license or otherwise commercialize outputs derived or realized from your use of the Subscription Product, license, sublicense, sell, resell, supply, rent, lease, transfer, assign, distribute, disseminate, time share, download, print, copy, circulate, publish, reproduce, or otherwise commercially exploit or make the Subscription Product available to anyone, or use the Subscription Product in a manner that gives you or any other person access to mass downloads or bulk feeds relating to or contained within the RouteSmart Technology and of content, data or other information provided therewith, including but not limited to numerical latitude or longitude coordinates, imagery; and visible map data ("Content"); (k) use the Subscription Product to send spam or otherwise unlawful email messages; (l) use the Subscription Product to send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (m) knowingly use the Subscription Product to send or store material containing any harmful computer code; (n) knowingly interfere with or disrupt the integrity or performance of all or any part of the Subscription Product, (o) attempt to circumvent the security features or otherwise gain unauthorized access to the Subscription Product; (p) modify, copy or create derivative works from the code for the Subscription Product; (q) create external Internet "links" (that is, links that are visible to the public) to or from the Subscription Product, "frame" or "mirror" any RouteSmart data or other material included in the Subscription Product; (r) disassemble, reverse engineer, or decompile the code for the Subscription Product in order to build a product or service that is competitive with the Subscription Product; (s) for High Risk Activities (being activities where the use or failure of the Subscription Product could lead to death, personal injury, or environmental damage, including (i) emergency response services; (ii) autonomous and semi-autonomous vehicle or drone control; (iii) vessel navigation; (iv) aviation; (v) air traffic control; or (vi) nuclear facilities operation); (t) for activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (u) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Subscription Product; (v) to transmit, store, or process Personal Data; or (w) benchmark the availability, performance and/or functionality of the Subscription Product, including without limitation, any output obtained or derived from the Subscription Product or use thereof for competitive or any other purpose.

1.3 Your Responsibilities. Upon completing the RouteSmart sign up process and subject to your continuing compliance with the provisions of this Agreement, RouteSmart grants you a non-exclusive, non-transferable license to access the Subscription Product and Content by providing an account defined by a username and a password. You are solely responsible for authenticating and administrating all user identifications and passwords for Affiliates and Field Service Personnel and your and their employees who use the Subscription Product and for all employee activities occurring through your account for such Subscription Product. You shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and propriety of all the data that you upload to the Subscription Product (collectively, the "Route Data"); and (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Product through your password and notify RouteSmart immediately of any such unauthorized use that you become aware of, and (c) comply and ensure that your employees and non-employee personnel and contractors comply with the terms of this Agreement and any subsequent terms imposed by RouteSmart with respect to the Subscription Product, as well as all laws, rules and regulations applicable to your use of the Subscription Product. RouteSmart will not be liable for any loss or damage arising from your failure to comply with these requirements. RouteSmart is not obligated to regularly monitor your use, data and/or anything you upload to the Subscription Product. However, it may remove any illegal material, including Route Data from RouteSmart's system at any time without liability to you, your users or any third party, provided that RouteSmart will notify you of such action.

1.4 Reservation Of Rights/Ownership. ALL RIGHTS IN THE SUBSCRIPTION PRODUCT NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED BY ROUTESMART. The Subscription Product may be protected by United States and international copyright laws and treaties, as well as patent and other intellectual property laws and treaties. The RouteSmart Technology incorporates technology provided by third parties

("Third Party Technology") and your use of the RouteSmart Technology is conditioned upon your compliance with all applicable Third Party Technology flow-down terms and other conditions (available for review at trust.routesmart.com). Except for the limited rights granted by RouteSmart in Section 1.1, as between the parties, all title, copyright, patent and other proprietary rights, including trade secrets (if any), in and to all copies of the Subscription Product (including in all RouteSmart Technology and Third Party Technology) are owned solely and exclusively by RouteSmart or its suppliers as applicable. Except for the rights granted by you under Section 1.5, as between the parties, all title, copyright, patent and other proprietary rights, including trade secrets (if any), in and to all Route Data (as defined below) is owned solely and exclusively by you.

1.5 Your Data. You hereby grant to RouteSmart a nonexclusive, royalty-free, non-sublicensable right to access the Route Data solely as necessary to provide the Services, for system administration, to verify usage, including for billing and collection purposes, to contact you and/or, at RouteSmart's discretion, your Affiliates and Field Service Personnel and for analyzing usage and other trends, patterns, performance and statistical information, provided that RouteSmart will not disclose any Route Data or other data in a manner that permits such information to be identified with you, your Affiliates or any individual user. Notwithstanding anything to the contrary in this Agreement, RouteSmart will not make any changes to the Route Data without your consent which may be given via electronic mail or other method. In addition, if you notify RouteSmart that the use of any Route Data may cause liability to you, any Affiliate, RouteSmart or any third party, then RouteSmart will immediately cease all use of such Route Data.

1.6 Documentation. RouteSmart may revise the Documentation from time to time in RouteSmart's sole discretion upon notice to you, which notice may be provided by posting to trust.routesmart.com.

2. PROFESSIONAL AND TECHNICAL SERVICES.

2.1 Installation and Implementation Services. RouteSmart agrees to perform installation and implementation Services as detailed and for the fees (if any) set forth in the Quotation defining the service engagement.

2.2 Technical Support Services. Technical and Support Services will be provided by RouteSmart in accordance with RouteSmart's then-current technical support services policy (the "Technical Support Services Policy") available for review at trust.routesmart.com, and for the fees set forth in the Quotation. Such Technical and Support Services are included in the subscription fees specified in the Quotation which may change from time to time in RouteSmart's sole discretion.

2.3 Consulting and Professional Services. In the event you request that RouteSmart provide consulting or other professional services to you, such Services shall be performed pursuant to a Quotation.

2.4 Changes to Services. Any changes to the Services must be agreed upon in writing by RouteSmart before such changes will be implemented. All advice, recommendations, opinions and/or modifications provided to you in connection with any Services of any nature or sort may be used by RouteSmart for any of its business purposes, along with all advice, recommendations, opinions and/or ideas for existing or future functionality relating to the Subscription Product and/or Services that you provide to RouteSmart from time to time.

3. FEES/INVOICING/PAYMENT.

3.1 Invoicing and Payment. You agree to pay all fees and reimburse all expenses set forth and in accordance with the terms of each Quotation. RouteSmart will invoice you for the fees set forth in the applicable Quotation in accordance with the invoicing schedule in such Quotation. All fees and all expenses are exclusive of all taxes. You are solely responsible for the payment of all taxes due unless otherwise indicated in a Quotation (other than taxes assessed on RouteSmart's income) on the fees you pay to RouteSmart under this Agreement. If required under applicable law, you will provide RouteSmart with applicable tax identification information that RouteSmart may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. You will be liable to pay (or reimburse RouteSmart for) any taxes, interest, penalties or fines arising out of any mis-declaration that you make.

3.2 Suspension of Service. If your account is overdue with respect to any payment, in addition to any of its other rights or remedies, RouteSmart reserves the right to suspend access to the Subscription Product and other Services provided to you without liability to you or your Affiliates and Field Service Personnel until such amounts are paid in full. Amounts payable, which remain unpaid thirty (30) days after the due date shall accrue interest at the

lesser of 1.5% per month or the maximum rate permitted by law from the due date until such amount is paid in full. This contractual rate of interest shall continue to apply post-judgment, provided, however, if the contractual rate is lower than an applicable post-judgment statutory rate of interest, then the statutory rate of interest shall apply. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by RouteSmart in collecting such delinquent amounts. You may, in good faith, dispute invoices or portions thereof, and in connection therewith will pay the undisputed portions of such invoices. You must state in writing your reason for disputing and withholding any or all of the charges invoiced. We will work with you in good faith for up to thirty (30) days to resolve such disputes before taking further action as provided under this Agreement. The foregoing rights are in addition to any other remedies available to RouteSmart under this Agreement or otherwise pursuant to law or equity.

4. TERM AND TERMINATION.

4.1 Evaluation Term. If you have been given a Beta Subscription Product for evaluation or testing purposes, you, the Affiliates and the Field Service Personnel may use it for the designated period specified in the applicable Quotation only, and if none is specified, then sixty (60) days from the date you first receive the Beta Subscription Product, after which time your license to the Beta Subscription Product terminates and your use of such Beta Subscription Product may be blocked unless RouteSmart agrees, in its sole discretion, to extend your license. Even if your use is not blocked, you must stop using the Beta Subscription Product when the license term for such Beta Subscription Product ends. You may not use the Beta Subscription Product in a live or production environment if RouteSmart has provided it to you for evaluation and testing purposes. In such event, regardless of whether the Beta Subscription Product is a pre-release or commercial version, you may only use the Beta Subscription Product to determine its compatibility with and/or feasibility of use within your internal business network for the evaluation/test period designated by RouteSmart or to assist RouteSmart with pre-release testing.

4.2 Term of Agreement. The initial term of this Agreement will begin on the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue for the period stated in the applicable Quotation (the "Initial Term"). This Agreement shall renew if and as provided in the Quotation. The Initial Term and the Renewal Term(s) (if any) are, collectively, the "Term."

4.3 Termination

4.3.1 Termination for Cause. Either party may terminate this Agreement: (a) upon 30 days prior written notice if the other party materially breaches this Agreement and/or any Ancillary Agreement and such breach remains uncured at the expiration of such period (the "Cure Period"); or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, RouteSmart may, without prejudice to any other rights it may have, terminate this Agreement and the licenses granted hereunder if you or any Affiliate are in breach of the license, confidentiality and/or proprietary rights provisions of this Agreement, or in the event of any default under any Ancillary Agreement or any other agreement between you and RouteSmart or RouteSmart's technology solutions providers. If RouteSmart provides you with written notice of a breach of this Agreement and/or any Ancillary Agreement, RouteSmart may suspend your access to the Subscription Product during the Cure Period until you cure such breach. In the event you breach this Agreement and/or any Ancillary Agreement, RouteSmart's right to suspend or terminate this Agreement and/or its provision of the Subscription Product and other Services shall not relieve you of your obligation to pay any accrued and unpaid fees due. In the event you terminate this Agreement for cause, you shall be entitled to a refund of any prepaid subscription fees that you paid to RouteSmart, pro-rated over the balance of the then-current billing period. Such refund shall be your sole and exclusive remedy for RouteSmart's failure to provide Services as provided in this Agreement.

4.3.2 Insolvency. If you become insolvent, take any step leading to cessation as a going concern, fail to pay your debts as they become due, or cease business operations continuously for longer than thirty (30) days, then RouteSmart may immediately terminate this Agreement on notice to you unless you immediately give RouteSmart adequate assurance of the future performance of this Agreement. If insolvency proceedings are commenced with respect to you, and if this Agreement has not otherwise terminated, then RouteSmart may suspend all further performance of this Agreement until you assume this Agreement and provide adequate assurance of performance thereof or reject this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the parties that this is an executory contract and that the Subscription Product shall be treated as "Intellectual Property" of RouteSmart under the provisions of the Bankruptcy Code. Any such suspension of further performance by RouteSmart pending your assumption or rejection will not be a breach of this Agreement, and will not affect RouteSmart's right to pursue or enforce any of its rights under this Agreement or otherwise. You acknowledge and agree that: (a) the licenses and rights granted in this Agreement to you are licenses and rights to "intellectual property" within the definition of Section 101(35A) of the Bankruptcy Code; (b) RouteSmart

will have such rights, pursuant to this Agreement, as a licensor under the Bankruptcy Code; (c) following an entry for an order for relief under the Bankruptcy Code, you (as debtor in possession) or the bankruptcy trustee will not interfere with the rights of RouteSmart as provided in this Agreement.

4.3.3 Termination by RouteSmart. In addition to the remaining provisions of this Section 4, RouteSmart may terminate this Agreement and your use of the RouteSmart Technology and Services, immediately upon notice to you, if RouteSmart believes, in its sole and absolute discretion, that you are in violation of the provisions of Section 1.2 and/or are engaging in activities or behavior that is competitive to RouteSmart and its business.

4.3.4 Termination for Convenience. Following the expiration of the Initial Term, you may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to RouteSmart. In addition, RouteSmart may terminate this Agreement at any time, with thirty (30) days' written notice. If RouteSmart terminates this Agreement pursuant to this Section 4.3.4, and provided that you are not in default under this Agreement (or any Ancillary Agreement of other agreement with RouteSmart), RouteSmart will refund to you any prepaid subscription fees that you paid to RouteSmart, pro-rated over the balance of the then—current billing period.

4.3.5 Fair Usage Policy. A "Fair Usage Policy" ("FUP") applies to all users of the Subscription Product and the current version of the FUP may be viewed at trust.routesmart.com.

4.3.6 Effect of Termination. Upon termination of this Agreement, you shall have no further right or license to access or use the Subscription Product and shall promptly stop accessing or using the Subscription Product. After the expiration or termination of this Agreement, RouteSmart may take such action as is reasonably necessary at any time to suspend/block such access without liability to you or your Affiliates and Field Service Personnel. For a thirty (30) day period beginning upon the expiration or termination of the Agreement RouteSmart will make available to you a file of the Route Data in a format to be mutually agreed upon by the parties. After such thirty (30) day period, RouteSmart shall have no obligation to maintain or provide the Route Data and shall thereafter, unless legally prohibited, delete the Route Data without liability or recourse. Sections 1.4, and 3 (with respect to unpaid amounts that accrued before the expiration or termination of this Agreement) through and including 9 shall survive any termination or expiration of this Agreement.

5. CONFIDENTIALITY AND SECURITY.

5.1 General. Each party acknowledges that it may have access to Confidential Information of the other party. "Confidential Information" means any non-public information disclosed by one party to the other party in connection with this Agreement that is disclosed in writing, orally or by inspection and is identified in writing or orally during disclosure as "Confidential" or "Proprietary" or which the receiving party has reason to believe is treated as confidential by the other party. Notwithstanding anything to the contrary in this Agreement, "Confidential Information" shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party; (b) was known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is subsequently learned from a third party that, to the receiving party's knowledge, is not under a confidentiality obligation to the disclosing party. The parties agree that (i) the Subscription Product, including all software code pertaining thereto and other Services is Confidential Information of RouteSmart and may contain proprietary information and trade secrets, and (ii) the Route Data is your Confidential Information. Each party agrees that it will not, during the Term and for one (1) year thereafter, disclose, to any third party any Confidential Information received from the other party other than as expressly permitted under this Agreement. Each party will be deemed to have met its obligations hereunder if it treats the other party's Confidential Information with the same degree of confidentiality it affords its own sensitive business information. Notwithstanding anything to the contrary in this Agreement, the receiving party may disclose Confidential Information of the other party pursuant to the requirements of a court or governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure or seek a protective order.

5.2 Route Data. Notwithstanding anything to the contrary in this Agreement, RouteSmart will store all Route Data in a password-protected database and will use reasonable security measures (including, but not limited to, encryption, intrusion prevention systems, firewalls and other RouteSmart security measures), in accordance with industry standards, designed to protect against unauthorized access to, and accidental or unlawful loss or disclosure of, the Route Data.

6. LIMITED WARRANTY/DISCLAIMER/LIABILITY LIMITS. So long as you are in compliance with the terms of this Agreement and are current in the payment of all fees and costs:

6.1 Operation of the Subscription Product. RouteSmart represents and warrants that when used in accordance with the Documentation and in accordance with this Agreement, the Subscription Product will function substantially in conformity with the Documentation (the "Limited Warranty"). Your exclusive remedy and RouteSmart's entire liability for any claim under this Limited Warranty that you assert within the Limited Warranty period shall be limited, at RouteSmart's sole discretion, to either (i) repair, correction or a work-around for the Subscription Product pursuant to RouteSmart's then current Technical Support Services Policy; or (ii) return of any prepaid and unused fees received by RouteSmart for the Subscription Product, provided that you cease all use of the Subscription Product.

6.2 Right to Grant Access. RouteSmart represents and warrants that (a) it has all rights necessary to grant the use rights granted by RouteSmart under this Agreement; (b) the Subscription Product, the Services and any other materials provided by RouteSmart under this Agreement will not violate or infringe any United States registered patent or copyright; (c) RouteSmart will perform the Services in a professional and skillful manner, in accordance with industry standards; (d) RouteSmart maintains industry standard and protocols and procedures designed to (i) prevent unauthorized access to Route Data and the Subscription Product, (ii) prevent disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of you, your Affiliates or any third party (other than as installed by RouteSmart to prevent unauthorized use of the Subscription Product by you or your Affiliates or Field Service Personnel); and (e) RouteSmart has not received written notice that the Subscription Product violate any laws applicable to RouteSmart's business.

6.3 Route Data. You represent and warrant that you have all rights necessary to permit RouteSmart's access to the Route Data as described in this Agreement and that any RouteSmart Data that you provide under this Agreement was not obtained or developed in violation of any laws or regulations. You understand that the technical processing and transmission of the Subscription Product, including Route Data, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. You acknowledge and agree that RouteSmart may preserve Route Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process: enforce the terms of this Agreement or any other agreements relating to the Subscription Product and your use thereof, respond to claims that any Content violates the rights of third-parties, or to protect the rights, property, or personal safety of RouteSmart users and the public. You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in, or information presented to you in connection with the Subscription Product is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

6.4 Disclaimers. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. RouteSmart cannot ensure or warrant the security of any information you transmit to or from our on-line products and services and you do so at your own risk. RouteSmart values its relationship with its customers and uses commercially available technology to safeguard any information, including personally identifiable information ("Personal Information") collected through the Subscription Product. Nevertheless, the internet is an open medium and no data transmission through the internet is completely secure. **Except with respect to geographic coordinate information, RouteSmart does not require access to Personal Information in order to provide the Subscription Product and RouteSmart does not proactively collect Personal Information. As such, RouteSmart does not guaranty or warranty the security of Personal Information, and RouteSmart assumes no responsibility or associated liability for access to, use, and/or storage and/or security of Personal Information that you may elect to transmit. You transmit Personal Information at your own risk. Unless you you purchase storage services in another jurisdiction (as stated in your Quotation), any Personal Information transmitted by or through you is stored in the United States, regardless of your country of origin and your connection to the Subscription Product is through and to servers located in the United States. Unless you have purchased extra-territorial storage services, any Personal Information you provide will be processed and maintained in the United States, pursuant to United States laws, on RouteSmart servers and/or other network systems operated by or for RouteSmart's benefit. If your country of origin has laws or regulations which require that Personal Information be received, used, transferred and/or saved in a manner different than as stated in this Agreement, then you are not authorized to provide such information to RouteSmart and/or through the Subscription Product, unless you purchase storage services in a location acceptable under the laws of your jurisdiction.**

Your use of the Subscription Product and providing us with geographic coordinate information constitutes your confirmation that you have obtained such consent from your end users to this use to the extent required by applicable laws.

6.5 LIMITATIONS. EXCEPT FOR ROUTESMART'S INDEMNIFICATION OBLIGATIONS, ROUTESMART'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FEES YOU PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. EXCEPT FOR ROUTESMART'S INDEMNIFICATION OBLIGATIONS, NEITHER ROUTESMART NOR ITS THIRD PARTIES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION OR ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION (SUCH AS THE USE OF OR INABILITY TO USE THE SUBSCRIPTION PRODUCT AND/OR DATA, OR THE PROVISION OF OR FAILURE TO PROVIDE CONSULTING OR SUPPORT SERVICES), EVEN IN THE EVENT OF FAULT, NEGLIGENCE OR MISREPRESENTATION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. DISCLAIMERS. ROUTESMART DATA HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS ARE NOT GUARANTEED. DATA MAY CONTAIN NONCONFORMITIES, DEFECTS, ERRORS OR OMISSIONS. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT SHALL NOT APPLY TO BETA SUBSCRIPTION PRODUCT. ALL BETA SUBSCRIPTION PRODUCTS ARE PROVIDED TO YOU "AS IS, WITH ALL FAULTS." WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ROUTESMART AND ITS LICENSOR(S) DO NOT WARRANT THAT THE DATA OR SUBSCRIPTION PRODUCT WILL MEET YOUR NEEDS OR EXPECTATIONS, THE USE OF THE DATA OR SUBSCRIPTION PRODUCT WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES IN THE SUBSCRIPTION PRODUCT OR DATA CAN OR WILL BE CORRECTED. INFORMATION DERIVED FROM YOUR USE OF THE SUBSCRIPTION PRODUCT SHOULD NOT BE USED AS THE ONLY BASIS FOR DECISIONS WITH RESPECT TO YOUR BUSINESS OPERATIONS. YOU SHOULD ALWAYS VERIFY AND SUPPLEMENT ACTUAL RESULTS, INCLUDING BUT NOT LIMITED TO, MAP, SPATIAL, RASTER, AND TABULAR INFORMATION. ROUTESMART SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR LOSSES, DAMAGES OF ANY NATURE, WHETHER DIRECT OR INDIRECT, TORT OR CONTRACT, FEES OR CLAIMS TO THE EXTENT ARISING OUT OF YOUR USE OF YOUR PASSWORDS, OR YOUR USE OF THE SUBSCRIPTION PRODUCT GENERALLY, IN A MANNER NOT PERMITTED UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 6, BOTH PARTIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE, RELIABILITY, ACCURACY, TITLE AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE INTERNET IS NOT ALWAYS SECURE AND MAY SOMETIMES GIVE RISE TO SECURITY RISKS.

8. INDEMNIFICATION.

8.1 Of You By RouteSmart for Infringement. So long as you are in compliance with the terms of this Agreement and have paid all fees and costs when due, RouteSmart shall defend, indemnify, and hold you and your Affiliates, and the directors, officers, employees and agents of each of these, harmless from and against any damages, losses, liabilities, penalties, judgments, settlements, costs and expenses, (including, but not limited to, reasonable attorneys' fees) arising out of any third party claim (i) relating to RouteSmart's breach of Section 1.5, 5.1 and/or 5.2 of this Agreement; (ii) relating to RouteSmart's failure to comply with any law or regulation applicable to the Subscription Product, or the operation thereof; and/or (iii) alleging that the Subscription Product and/or Services (excluding Route Data), when used by you as permitted in this Agreement, infringes any United States patent, copyright, trade secret, trademark or any other intellectual property right. You will promptly give written notice of the claim to RouteSmart; provided, however, that failure to give prompt notice will not relieve RouteSmart of any liability hereunder (except to the extent RouteSmart has suffered actual material prejudice by such failure). RouteSmart will have sole control over the defense or settlement of any claim, provided that, without your prior written consent, RouteSmart will not enter into any settlement agreement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to you a release from all liability with respect to the claim. In addition, you will provide to RouteSmart, at RouteSmart's cost, all reasonable assistance in the defense of the claim. Except as otherwise provided in the previous sentence, RouteSmart will not be responsible for any costs, expenses or compromise with respect to a claim for which you seek indemnification that are incurred or made by you without RouteSmart's prior written consent, such consent not to be unreasonably withheld or delayed. If RouteSmart believes that any part or component of any Subscription Product is or will become the subject of an infringement claim, or in the event that your use of the Subscription Product is or may be enjoined, RouteSmart, at its own

expense and in its reasonable discretion, may (in addition to its indemnification obligations) either (i) obtain the right for you, the Affiliates and the Field Service Personnel to continue using the Subscription Product or (ii) modify the Subscription Product to make it noninfringing while maintaining substantially similar functionality. If neither of such alternatives is commercially practical in RouteSmart's reasonable discretion, then RouteSmart may terminate this Agreement as to the infringing Subscription Product and will promptly refund to you the fees pre-paid by you for the Subscription Product after the Effective Date**.** The provisions of this Section notwithstanding, RouteSmart shall have no indemnification obligation or liability for any infringement claim to the extent that such claim is based on (a) any Route Data that you provide under this Agreement or your failure to comply with any law or regulation applicable to the Route Data and/or your use of the Subscription Product; (b) your breach of this Agreement; (c) use of the Subscription Product in combination with any items not supplied or approved by RouteSmart; (d) material alteration of the Subscription Product by you, your Affiliates, Field Service Personnel or any third party acting on your behalf; (e) continuation by you or your Affiliates or Field Service Personnel of infringing activity relating to your use of the Subscription Product after you have been notified in writing of the infringement; or (f) use or continued use of a release of the Subscription Product that is not the most current release of the Subscription Product that RouteSmart provided to you before the infringement occurred, if the infringement would have been avoided by the use of such most current release. THIS SECTION 8.1 STATES THE ENTIRE OBLIGATION OF ROUTESMART WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8.2 Of RouteSmart By You. You shall defend, indemnify and hold RouteSmart and its directors, officers, employees and agents harmless against any damages, losses, liabilities, penalties, judgments, settlements, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any third party claim (a) relating to your breach or alleged breach of any of your representations, warranties, covenants or obligations under this Agreement including the provisions of Sections 5.1 and Section 9.3 hereof; (b) relating to your failure to comply with the provisions of this Agreement or any Ancillary Agreements pertaining to the Subscription Product, any law or regulation applicable to the Route Data and/or your use of the Subscription Product or the operation thereof; (c) alleging that the Route Data (as provided by you and used by RouteSmart as permitted under this Agreement) any patent, copyright, trade secret, trademark or any other intellectual property right; and/or (d) to the extent that an infringement claim arises out of your continuation by you or your Affiliates of infringing activity relating to your use of the Subscription Product after you have been notified in writing of the infringement;. RouteSmart will promptly give written notice of the claim to you; provided, however, that failure to give prompt notice will not relieve you of any liability hereunder (except to the extent you have suffered actual material prejudice by such failure). You will have sole control of the defense and settlement of the claim; provided that, without RouteSmart's prior written consent, you will not enter into any settlement agreement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to RouteSmart a release from all liability with respect to the claim. In addition, RouteSmart will provide to you, at your cost, all reasonable assistance in the defense of the claim. Except as otherwise provided in the previous sentence, you will not be responsible for any costs, expenses or compromise with respect to a claim for which RouteSmart seeks indemnification that are incurred or made by RouteSmart without your prior written consent, such consent not to be unreasonably withheld or delayed. You will not be responsible for any settlement of an indemnified claim made by RouteSmart without your prior written consent. THIS SECTION 8.2 STATES THE ENTIRE OBLIGATION OF YOU WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. MISCELLANEOUS.

9.1 Governing Law; Venue.

9.1.1 For U.S. City, County, and State Government Entities. If you are a U.S. city, county or state government entity, then the Agreement is silent regarding governing law and venue.

9.1.2 For U.S. Federal Government Entities. If you are a U.S. Federal Government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW: (I) THE LAWS OF THE STATE OF NEW YORK (EXCLUDING NEW YORK'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN HOWARD COUNTY, MARYLAND.

9.1.3 For All Other U.S. Entities. If you are an entity located in the United States of America, Its Possessions, and Territories and not subject to the provisions of Section 9.1.1 or 9.1.2, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY NEW YORK'S LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HOWARD COUNTY, MARYLAND, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

9.1.4 For All Other Entities. If you are an entity not located in the United States of America, Its Possessions, and Territories, then the following applies: ALL DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT THAT CANNOT BE SETTLED THROUGH GOOD FAITH DISPUTE RESOLUTION EFFORTS AND NEGOTIATION BETWEEN THE PARTIES SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE (1) ARBITRATOR FLUENT IN THE ENGLISH LANGUAGE AND WITH SIGNIFICANT EXPERIENCE IN THE SOFTWARE AND CLOUD SERVICES INDUSTRY, APPOINTED IN ACCORDANCE WITH SAID RULES. THE LANGUAGE OF THE ARBITRATION SHALL BE IN ENGLISH. THE PLACE OF THE ARBITRATION SHALL BE AT A MUTUALLY AGREED LOCATION AND IF THE PARTIES CANNOT REACH AGREEMENT, THE PLACE OF ARBITRATION SHALL BE AT THE HAGUE. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute subject to ROUTESMART'S right to maintain the secrecy of its Confidential Information.

9.2 Waiver of Jury Trial. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

9.3 Equitable Relief. You agree that RouteSmart may seek equitable relief, including preliminary and permanent injunction, in any court of competent jurisdiction to prevent or enjoin misappropriation, misuse, unauthorized disclosure or infringement of any intellectual property rights and/or Confidential Information in addition to any other remedies or damages to which it may be entitled. You agree that RouteSmart has the right to audit your compliance with this Agreement on thirty (30) days' advance written notice during normal business hours, provided that such audit does not unreasonably interfere with your or any of your Affiliate's business operations.

9.4 Export Controls. RouteSmart represents that the Subscription Product is subject to U.S. export control laws and regulations. You agree to comply with all applicable U.S. export laws applicable to the Subscription Product. If you or any end user of the Subscription Product is an agency or department of the United States government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Subscription Product, in whole or in part, of any kind including but not limited to technical data, manuals or Documentation, is limited by and in accordance with this Agreement as "restricted computer software" in accordance with FAR 27.401 and 27.405(b)(2) for civilian agencies, and is limited by and in accordance with this Agreement as "commercial computer software" in accordance with DFAR Supplement 227.7202-3 for military agencies as may be amended from time to time or as replaced or succeeded by substantially similar regulations. Use of the Subscription Product by the Government constitutes acknowledgment of RouteSmart's proprietary rights therein. Contractor or manufacturer is RouteSmart Technologies, Inc. You represent that neither you nor any of your subsidiaries or, to your knowledge, any of your directors, officers, employees, agents, affiliates or representatives is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor are you located, organized or resident in a country or territory that is the subject of Sanctions; and you represent and covenant that you have not knowingly engaged in, are not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable law, rule or regulations.

9.5 Assignment. Neither party may assign or otherwise transfer this Agreement (or related Quotation) its rights, duties or obligations under this Agreement whether in a sale of assets or stock of the transferring party, merger, or otherwise by operation of law in whole or in part, without the other party's prior written consent, except that RouteSmart may assign this Agreement in its entirety to any purchaser of all or substantially all business or assets pertaining to the line of business to which this Agreement relates or to any subsidiary business without approval.

This Agreement will be binding upon, and inure to the benefit of, the respective permitted assignees, transferees and successors of each of the parties.

9.6 Notices. All notices given pursuant to this Agreement shall be in writing and sent to you or RouteSmart at the applicable address specified in the quotation. Any notice shall be considered given upon receipt or refusal when delivered personally or mailed by registered mail, return receipt requested, or sent by overnight courier service. Either party may from time to time change its address specified in this Agreement by notice to the other party. Pre-printed terms and conditions contained in any purchase order or other ordering document shall have no force or effect.

9.7 No Partnership. Neither this Agreement nor the cooperation of the parties contemplated under this Agreement shall be deemed or construed to create any partnership, joint venture or agency relationship between the parties. Except as otherwise expressly permitted in this Agreement, neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent or otherwise. Nothing in this Agreement limits the ability of either party (i) to enter into other agreements with third parties with respect to arrangements similar in nature to or the same as those covered under this Agreement; or (ii) to provide goods or services that compete with the goods or services of the other party.

9.8 No Publicity. Unless required by law, neither party will, without the prior written approval of the other party, issue any press release or similar announcement relating to the existence or terms of this Agreement.

9.9 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

9.10 No Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

9.11 Force Majeure. Other than with respect to payment of money coming due, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, governmental or judicial orders, pandemic or epidemic events, terrorism, riots, or war.

9.12 Entire Agreement. This Agreement (which includes each Quotation between you and RouteSmart and all Ancillary Agreements) constitutes the complete agreement between you and RouteSmart relating to the subject matter hereto and supersedes all prior or contemporaneous agreements and representations, written or oral, concerning such subject matter. In the event of any inconsistency or conflict between the terms of this Agreement and any Quotation, the terms of this Agreement shall govern and control. Only the English version of this Agreement is binding. Versions in other languages merely constitute a convenience translation for you and shall not be legally binding.