Last updated: ____October 2026

ROUTESMART ENGINE INTEGRATOR TERMS OF SERVICE

These RouteSmart Engine Integrator Terms of Service (the "Agreement") are 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 ("Integrator", "Customer", "you", or "your") and RouteSmart Technologies, Inc. ("RouteSmart"), for the right to use RouteSmart's proprietary routing as a service technology identified in the Quotation, including the Documentation, RouteSmart Engine, the RouteSmart Technology, and RouteSmart Content (all of the foregoing sometimes collectively referred to herein as 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 Agreements 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 Services. Your continued use of the Services 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 request access to 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. PROVISION OF THE SERVICES

1.1 Use of RouteSmart Engine in Integrator Applications. RouteSmart will provide RouteSmart Engine to Integrator in accordance with the Quotation. Integrator may use RouteSmart Engine in Integrator Application(s) strictly in accordance with Section 3 (Subscription Terms).

1.2 Access to RouteSmart Engine. Integrator must have an Account to purchase and obtain access to RouteSmart Engine. Integrator is responsible for: (a) the information it provides in connection with the Account; (b) maintaining the confidentiality and security of the Account and associated passwords; and (c) any use of its Account. Integrator will access RouteSmart Engine through the RouteSmart Engine API.

1.3 Integrator Applications. Integrator is responsible for ensuring that RouteSmart Engine is implemented only on authorized applications. Upon request, Integrator will identify each application integrated with RouteSmart Engine and each of Integrator's end users receiving access to RouteSmart Engine under an agreement between Integrator and its end users. You may not permit or allow any End User who is deemed by RouteSmart, in its sole discretion, to be a Competitor.

1.4 New Features and Services. RouteSmart may: (a) provide updates and upgrades to RouteSmart Engine, (b) make new RouteSmart Engine features or functionality available with or without additional charge, (a) and (b) collectively being "Enhancements", and/or (c) make new service offerings available to Integrator for purchase ("New Functionality"). Integrator's use of Enhancements and/or New Functionality may be contingent on Integrator's agreement to additional terms and/or payment of additional fees.

1.5 Modifications. RouteSmart may make changes to RouteSmart Engine, subject to Section 9 (End of Life Policy), which may include adding, updating, or discontinuing RouteSmart Engine or portion or feature(s) of RouteSmart Engine. RouteSmart will notify Integrator of any material change to RouteSmart Engine, which notice may be through email and/or posting to trust.routesmart.com.

2. PAYMENT TERMS

2.1 Purchase of Subscription. Integrator will purchase a subscription for RouteSmart Engine use rights in accordance with the Quotation. Integrator may order additional subscriptions in accordance with the procedures established between RouteSmart and Customer during the Account opening process.

2.2 Invoicing and Payment. Integrator agrees to pay all Fees and reimburse all expenses set forth and in accordance with the terms of each Quotation for integration Services. RouteSmart will invoice Integrator for the Fees

set forth in the applicable Quotation in accordance with the invoicing schedule in such Quotation. If the Quotation calls for purchase of credits, upon receipt of payment, RouteSmart will provision Integrator's Account with the number of credits purchased. Integrator will be responsible for all Fees associated with credits used by Integrator in support of its integration of RouteSmart Engine into the Integrator Applications and will pay all Fees in U.S. Dollars. All fees and all expenses are exclusive of all taxes. Integrator is 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 paid under this Agreement. If required under applicable law, Integrator 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. Integrator will be liable to pay (or reimburse RouteSmart for) any taxes, interest, penalties or fines arising out of any mis-declaration by the Integrator.

2.3 Invoice Disputes & Refunds. To the fullest extent permitted by law, Integrator waives all claims relating to Fees unless claimed within 30 days after charged (this does not affect any Integrator rights with its credit card issuer). Refunds (if any) are at the discretion of RouteSmart and will only be in the form of credit. Nothing in this Agreement obligates RouteSmart to extend credit to any party.

3. SUBSCRIPTION TERMS

3.1 Subscription Grant. RouteSmart Engine and the Services are provided as a subscription-based product and are 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-sublicensable right only during the Term (hereinafter defined), subscription to integrate RouteSmart Engine with Integrator Application(s), which may be: (a) fee-based or non-fee-based; (b) public/external or private/internal; (c) business-to-business or business-to-consumer; or (d) asset tracking. You are responsible for ensuring that any End User or other third party accessing RouteSmart Engine through your Account complies with the terms of this Agreement and with the Ancillary Agreements, and you will be responsible for any breach of this Agreement by such End User or third party. RouteSmart will provide the Services 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. Such notice shall be posted a minimum of thirty (30) days in advance of said change. Your continued use of the Services following RouteSmart's posting of the modifications (or emailing of material modifications, as applicable) constitutes your agreement to the new terms.

3.2 Subscription Requirements and Restrictions. The following are conditions of the license granted in Section 3.1. In this Section 3.2, the phrase "Integrator will not" means "Integrator will not, and will not permit an end user or any other third party to".

3.2.1 General Restrictions. The use rights granted in Section 3.1 above are subject to the restrictions in this Section 3.2 and your continuing compliance with the terms of this Agreement. Except as otherwise permitted under this Agreement, you may not, and your End Users may not (a) use the Services in combination with any software or equipment that is prohibited in the Documentation or the applicable Quotation; (b) authorize use of the Services by anyone other than you, or your End Users of the Customer Application unless such use is for your benefit; (c) use the Services other than as permitted under this Agreement (including in a manner designed to avoid incurrent Fees, or access or use the Services through any technology or means other than that provided by RouteSmart); (d) separate the components of the Services for use individually or separate from your use of the Services; (e) reverse engineer, decompile, or disassemble the RouteSmart Engine or the RouteSmart Technology; (f) create derivative works or reduce the RouteSmart Engine or the RouteSmart Technology object code to human readable form; (g) sell, rent, lease, lend, distribute, market or create a lien or security interest in the Services unless otherwise agreed to between you and RouteSmart; (h) sublicense or otherwise transfer the Services, (i) remove or obscure any proprietary notices, labels or markings included by RouteSmart in the Services; (j) other than to End Users of the Customer Applications, use the Services to provide services to third parties, sell, license or otherwise commercialize outputs derived or realized from your use of the Services, 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 Services available to anyone, or use the Services in a manner that gives you or any other person access to mass downloads or bulk feeds relating to or contained within RouteSmart Engine and/or the RouteSmart Technology and of content, data or other information provided therewith; (k) use the Services to send spam or otherwise unlawful email messages; (l) use the Services 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 Services 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 Services, (o) attempt to circumvent the security features or otherwise gain unauthorized access to the Services; (p) modify, copy or create derivative works from the code for RouteSmart Engine and/or the RouteSmart Technology; (q) create external Internet "links" (that is, links that are visible to the public) to or from the Services, "frame" or "mirror" any RouteSmart

data or other material included in the Services; or (r) disassemble, reverse engineer, or decompile the code for RouteSmart Engine and/or the RouteSmart Technology in order to be a Competitor or to build a product or service that is competitive with for RouteSmart Engine and/or the RouteSmart Technology; or (s) for High Risk Activities; or (t) for activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; or (u) on behalf of or for the benefit of any entity or person who is legally prohibited from using RouteSmart Engine; or (v) to transmit, store, or process Personal Information; or (w) benchmark the availability, performance and/or functionality of the Services, including without limitation, any output obtained or derived from the Services or use thereof by a Competitor or otherwise for competitive or any other purpose.

3.2.2 Requirements for Using the Services. (a) Terms of Service and Privacy Policy. The Integrator Application's terms of service will: (i) notify users that the Integrator Application includes RouteSmart Engine and any related RouteSmart features and the RouteSmart Content; and (ii) state that use of RouteSmart Engine and any features or the RouteSmart Content contained in RouteSmart Engine is subject to the then-current versions of these Terms of Service and those contained in the Ancillary Agreements, together with any other documents relating to Integrator's Account. If End Users of the Integrator Application fail to comply with applicable terms of these ancillary documents, then Integrator will take appropriate enforcement action, including suspending or terminating those users' use of RouteSmart Engine in the Integrator Application; (b) Attribution. Integrator will display all attribution that RouteSmart provides RouteSmart Engine (including RouteSmart Marks and other branding). Integrator will not modify, obscure, or delete such attribution; (c) Review of Integrator Applications. At RouteSmart's request, Integrator will submit Integrator Application(s) to RouteSmart for review to ensure compliance with the Agreement.

3.2.3 Specific Restrictions Against Misusing RouteSmart Engine. (a) No Scraping. Integrator will not extract, export, or otherwise scrape RouteSmart Engine and any RouteSmart Content for use outside the parameters of this Agreement. For example, Integrator will not: (i) pre-fetch, index, store, reshare, or rehost RouteSmart Engine or RouteSmart Content outside the services; (ii) bulk download RouteSmart tiles, map images, geocodes, directions, distance matrix results, roads information, places information, elevation values, and time zone details; or (iii) copy and save business names, addresses, or user reviews; (b) No Re-Creating RouteSmart Products or Features. Integrator will not use RouteSmart Engine to create a product or service with features that are substantially similar to or that re-create the features of another RouteSmart product or service. Integrator's product or service must contain substantial, independent value and features beyond the RouteSmart products or services. For example, Integrator will not: (i) re-distribute access to RouteSmart Engine or pass them off as if they were Integrator's services; (ii) create a substitute of RouteSmart Engine, or its features; or (iii) use RouteSmart Engine in a listings or directory service or to create or augment an advertising product; (c) No Circumventing Fees. Integrator will not circumvent the applicable Fees. For example, Integrator will not create multiple billing accounts to avoid incurring Fees, prevent RouteSmart from accurately calculating Integrator's usage levels, abuse any free or reduced fee credits, or offer access to RouteSmart Engine under a "time-sharing" or "service bureau" model; (d) No Use in Prohibited Territories. Integrator will not distribute or market in a Prohibited Territory any Integrator Application(s) that use RouteSmart Engine; (e) No Use in Embedded Vehicle Systems. Integrator will not use RouteSmart Engine in connection with any Integrator Application or device embedded in a vehicle. For example, Integrator will not create an Integrator Application that is embedded in an in-dashboard automotive infotainment system; (f) No Modifying Search Results Integrity. Integrator will not modify any of the RouteSmart Engine search results.

4. INTEGRATOR OBLIGATIONS.

4.1 Compliance. Integrator will: (a) ensure that Integrator's and its End Users' use of RouteSmart Engine complies with the Agreement; and (b) use commercially reasonable efforts to prevent, promptly notify RouteSmart of, and terminate any unauthorized use of or access to its Account(s) or RouteSmart Engine or the RouteSmart Engine Content.

4.2 API Website. RouteSmart may access to the API Website, including access to the Documentation for Integrator's use of RouteSmart Engine. There may be specific restrictions (e.g. attribution or HTML restrictions) on how RouteSmart Engine may be used and Integrator will comply with any such restrictions specified.

4.3 Copyright Policy. RouteSmart provides information to help copyright holders manage their intellectual property online, but RouteSmart cannot determine whether something is being used legally or not without their input. RouteSmart responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to applicable copyright laws including in particular the process set out in the U.S. Digital Millennium Copyright Act. If Integrator thinks somebody is violating Integrator's or Integrator End Users' copyrights and wants to notify RouteSmart, Integrator can find information about submitting notices, and RouteSmart's policy about responding to notices in Routesmart's DMCA Policy, available at trust.routesmart.com.

4.4 Data Use, Protection, and Privacy.

4.4.1 Data Use and Retention. To provide RouteSmart Engine through the Integrator Application(s), RouteSmart must receive and collect limited and non-personally identifiable data from End Users and Integrator, including latitude/longitude coordinates. Integrator acknowledges and agrees that RouteSmart and its Affiliates may use and retain this data to provide and improve RouteSmart products and services, subject to the RouteSmart Privacy Policy available for review at: trust.routesmart.com.

4.4.2 End User Information. (a) End User Privacy. Except with respect to geographic coordinate information, RouteSmart does not require access to Personal Information for Integrator to integrate RouteSmart Engine in an Integrator Application. To the extent that an Integrator will collect and/or process Personal Information in connection with its Integrator Application(s), including where RouteSmart Engine is integrated into the Integrator Application(s), Integrator is the controller of such Personal Information and shall comply with all applicable privacy and data security laws, including laws regarding services that store and access Cookies on End Users' devices. Integrator will not share Personal Information with RouteSmart; (b) End User Location Privacy Requirements. To safeguard End Users' location privacy, Integrator will ensure that the Integrator Application(s): (i) notify End Users in advance of (1) the type(s) of data that Integrator intends to collect from the End Users or the End Users' devices, and (2) the combination and use of End User's location with any other data provider's data; and (ii) will not obtain or cache any End User's location except with the End User's express, prior, revocable consent.

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 Personal Information collected through the Services. Nevertheless, the internet is an open medium and no data transmission through the internet is completely secure**, 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 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 Services 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.

5. SUSPENSION. In addition to all other rights available to RouteSmart based on Integrator's breach of this Agreement and/or any Ancillary Agreement, RouteSmart may suspend access to the Services (to Integrator and may require that Integrator suspend any and all End User access) as follows:

5.1 For License Restrictions Violations. RouteSmart may suspend access to RouteSmart Engine without prior notice if Integrator (or any End User) breaches Section 3.2 (Subscription Requirements and Restrictions), or in any other circumstances where suspension is deemed by RouteSmart to be appropriate to (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, (c) prevent use of RouteSmart Engine by you or by a Competitor, including by you or by an End User for activities or behavior that is competitive to RouteSmart and its business, as determined by RouteSmart in its sole discretion, or (d) comply with applicable law.

5.2 Ancillary Agreement Violations. If RouteSmart becomes aware that Integrator's or any End User's use of RouteSmart Engine violates the provisions of any Ancillary Agreement, RouteSmart will give Integrator notice of such violation by requesting that Integrator correct the violation. If Integrator fails to correct such violation within 24 hours, or if RouteSmart is otherwise required by applicable law or by the provisions of the applicable Ancillary Agreement to take immediate action, then RouteSmart may suspend all or part of Integrator's use of RouteSmart Engine and/or require that Integrator suspend the violating End User's access to RouteSmart Engine.

5.3 Emergency Security Issues. RouteSmart may immediately suspend access to RouteSmart Engine if (a) there is an Emergency Security Issue or (b) RouteSmart is required to suspend such use immediately to comply

with applicable law. At Integrator's request, unless prohibited by applicable law, RouteSmart will notify Integrator of the basis for the suspension as soon as is reasonably possible.

5.4 For Alleged Third-Party Intellectual Property Rights Infringement. If the Integrator Application is alleged to infringe a third party's Intellectual Property Rights, RouteSmart may require Integrator to suspend distributing or selling the Integrator Application with 30 days' written notice until such Allegation is fully resolved. In any event, this Section 5.4 does not reduce Integrator's obligations under Section 15 (Indemnification).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Intellectual Property Rights. ALL RIGHTS IN THE SERVICES AND ALL SOFTWARE AND OTHER MATERIALS AND INTELLECTUAL PROPERTY INCORPORATED THEREIN, NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED BY ROUTESMART. The foregoing may be protected by United States and international copyright laws and treaties, as well as patent and other intellectual property laws and treaties. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Integrator owns all Intellectual Property Rights in the Integrator Application, and RouteSmart owns all Intellectual Property Rights in RouteSmart Engine, the RouteSmart Technology, the RouteSmart Engine Content, the Services and all software and other materials and intellectual property incorporated therein.

6.2 Integrator Feedback. If Integrator provides RouteSmart Feedback about RouteSmart Engine, then RouteSmart may use that information without obligation to Integrator, and Integrator irrevocably assigns to RouteSmart all right, title, and interest in that Feedback.

6.3 Reservation of Rights/Ownership. ALL RIGHTS IN THE SERVICES NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED BY ROUTESMART. The Services 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 this Agreement, as between the parties, all title, copyright, patent and other proprietary rights, including trade secrets (if any), in and to all copies of the Services (including in all RouteSmart Technology and Third Party Technology) are owned solely and exclusively by RouteSmart or its suppliers as applicable.

7. SUPPORT SERVICES

7.1 By RouteSmart. Technical and Support Services will be provided by RouteSmart to Integrator 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.

7.2 By Integrator. Integrator is responsible for technical support of its Integrator Applications.

7.3 End of Life Policy. RouteSmart will notify Integrator at least three (3) months before making material discontinuance(s) or backwards incompatible change(s) to RouteSmart Engine, unless RouteSmart reasonably determines that: (a) RouteSmart cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) continuing to provide RouteSmart Engine in its then-current form could create a (i) security risk or (ii) economic or technical burden.

8. CONFIDENTIAL INFORMATION

8.1 Obligations. Subject to Section 8.2 (Required Disclosure), the recipient will use the other party's Confidential Information only to exercise its rights and fulfill its obligations under the Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Representatives are also subject to the same non-disclosure and use obligations.

8.2 Required Disclosure. The recipient may disclose the other party's Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (a)

promptly notify the other party of such disclosure before disclosing; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could: (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; and/or (iii) lead to death or serious physical harm to an individual. As between the parties, Integrator is responsible for responding to all third party requests concerning its use and Integrator End Users' use of the Services.

9. TERM AND TERMINATION

9.1 Agreement Term. 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 (or if applicable, until (i) you have exhausted the route credits purchased under the applicable Quotation or (ii) the route credits have expired per the terms stated in the 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."

9.2 Termination

9.2.1 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 or any End User 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 Services, and that of your End Users, 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 Services 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.

9.2.2 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 Services 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.

9.2.3 Termination by RouteSmart. In addition to the remaining provisions of this Section 9, RouteSmart may terminate this Agreement and your use of the Services, immediately upon notice to you, if RouteSmart believes, in its sole and absolute discretion, that you or any End User is acting as a Competitor or are otherwise in violation of the provisions of this Agreement and/or are engaging in activities or behavior that is competitive to RouteSmart and its business.

9.2.4 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 9.2.4, 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.

9.2.5 Termination for Violation of FUP. RouteSmart has termination rights under the FUP, which applies to you and your End Users. The current version of the FUP may be viewed at trust.routesmart.com.

9.3 Effect of Termination.

9.3.1 Obligations. Upon termination of this Agreement, you and your End Users shall have no further right or license to access or use the Services or any of the materials referenced in Section 10, and shall promptly stop accessing or using the Services. 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/or your End Users.

9.3.2 Surviving Provisions. The provisions of this Agreement relating to payment terms, subscription use restrictions, data use, protection and privacy, Intellectual Property Rights (including as to Feedback), Confidential Information, disclaimers, limitations on liability, indemnification, this Section 9.3.2 and the provisions of Section 16 (Miscellaneous) and Section 17 (Definitions) shall survive any expiration or sooner termination of this Agreement.

10. PUBLICITY. During the Term only, Integrator may state publicly that it is a customer of RouteSmart and that it integrates RouteSmart Engine into the Integrator Application(s). Any use of RouteSmart trademarks, service marks and other branding is subject to RouteSmart's prior written consent, which is revocable at any time upon written notice. RouteSmart may include Integrator's name (and include Integrator's Marks and other branding) in a list of RouteSmart customers, online or in promotional materials. RouteSmart may also verbally reference Integrator as a customer of RouteSmart Engine. Any use of a party's Marks will inure to the benefit of the party holding Intellectual Property Rights to those Marks. A party may revoke the other party's right to use its Marks under this Section with written notice to the other party and a reasonable period to stop the use. In addition, each party's rights to use the other party's Marks shall automatically cease upon termination of this Agreement.

11. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement and perform its obligations stated herein; and (b) it will comply with all laws, including all Export Control Laws and Anti-Bribery Laws, applicable to its provision, receipt, or use, of RouteSmart Engine and the RouteSmart Content, as applicable.

12. DISCLAIMER. ROUTESMART CONTENT EMBEDDED WITHIN ROUTESMART ENGINE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS ARE NOT GUARANTEED. ROUTESMART CONTENT MAY CONTAIN NONCONFORMITIES, DEFECTS, ERRORS OR OMISSIONS. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ROUTESMART AND ITS THIRD PARTIES DO NOT WARRANT THAT ROUTESMART ENGINE AND THE ROUTEMSART CONTENT. ROUTESMART DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT ROUTESMART ENGINE AND THE ROUTESMART CONTENT ARE SUITABLE FOR THE INTEGRATOR APPLICATION. INTEGRATOR MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING ROUTESMART ENGINE TO ENSURE THAT THE INTEGRATOR APPLICATION IS SAFE FOR END USERS AND OTHER THIRD PARTIES. INFORMATION DERIVED FROM INTEGRATION OF ROUTESMART ENGINE INTO INTEGRATOR APPLICATION(S) SHOULD NOT BE USED AS THE ONLY BASIS FOR ROUTING DECISIONS. ROUTESMART WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THIS AGREEMENT FOR FAILURE TO PROVIDE ROUTESMART ENGINE AND THE ROUTESMART CONTENT. 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 INTEGRATOR'S USE OF YOUR PASSWORDS, OR INTEGRATOR'S OR ITS END USERS' USE OF ROUTESMART ENGINE AND THE ROUTESMART CONTENT GENERALLY, IN A MANNER NOT PERMITTED UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROUTESMART DISCLAIMS 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.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ROUTESMART: (A) DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF

ROUTESMART ENGINE OR THE ROUTESMART CONTENT; (B) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH ROUTESMART ENGINE.

13. INDEMNIFICATION.

13.1 By Integrator. Unless prohibited by applicable law, Integrator will defend RouteSmart and its Affiliates and indemnify them against Indemnified Liabilities in (a) any Third-Party Legal Proceeding to the extent arising from (i) any Integrator Indemnified Materials or (ii) Integrator's or an End User's use of RouteSmart Engine and/or the RouteSmart Content in violation of this Agreement or any applicable law; and (b) any Legal Proceeding to the extent arising from any violation of this Agreement or any Ancillary Agreement by Integrator or an End User.

13.2 By RouteSmart. Provided that Integrator is current on all Fees and not otherwise in default under this Agreement, RouteSmart will defend Integrator and its Affiliates participating under the Agreement ("Integrator Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an Allegation that Integrator Indemnified Parties' use of RouteSmart Indemnified Materials in strict accordance with this Agreement and applicable law infringes the third party's Intellectual Property Rights. Except as otherwise provided in the previous sentence, RouteSmart will not be responsible for any costs, expenses or compromise with respect to a Legal Proceeding or other claim that are incurred or made by you without RouteSmart's prior written consent. 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 (i) Integrator Materials, or failure by Integrator or its End Users to comply with any law or regulation applicable to RouteSmart Engine or use of RouteSmart Engine or the RouteSmart Content (ii) breach of this Agreement or any Ancillary Agreement by Integrator or an End User; (iii) use of RouteSmart Engine in combination with any items not supplied or approved by RouteSmart; (iv) any alteration of RouteSmart Engine by Integrator or an End User or a Integrator Affiliate or any third party acting on behalf of any of the foregoing; or (v) continuation by Integrator or its Affiliates or End Users of infringing activity relating to RouteSmart Engine after being notified in writing of the infringement.

13.3 Conditions. Sections 13.1 and 13.2 will apply only to the extent that: (a) The indemnified party has promptly notified the indemnifying party in writing of any Allegation(s) that preceded the Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Legal Proceeding. If breach of this Section 13.3 (a) prejudices the defense of the Legal Proceeding, the indemnifying party's obligations under Section 13.1 or 13.2 (as applicable) will be reduced in proportion to the prejudice; (b) The indemnified party tenders sole control of the indemnified portion of the Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

13.4 Remedies. (a) If RouteSmart reasonably believes RouteSmart Engine might infringe a third party's Intellectual Property Rights, then RouteSmart may, at its sole option and expense: (i) procure the right for Integrator to continue using RouteSmart Engine; (ii) modify RouteSmart Engine to make it non-infringing without materially reducing its functionality; or (iii) replace RouteSmart Engine with a non-infringing, functionally equivalent alternative; and (b) If RouteSmart does not believe the remedies in Section 13.4(a) are commercially reasonable, then RouteSmart may suspend or terminate Integrator's use of RouteSmart Engine and the RouteSmart Content.

13.5 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 13 states the parties' sole and exclusive remedy under this Agreement for any third party's Intellectual Property Rights Allegations and Third-Party Legal Proceedings covered by this Section 13 (Indemnification).

14. LIMITATION OF LIABILITY.

14.1 Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROUTESMART'S AND ROUTESMART'S THIRD PARTIES, WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR PROFITS (WHETHER DIRECT OR INDIRECT), SAVINGS, GOODWILL, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ROUTESMART AND/ OR THE THIRD PARTY, AS APPLICABLE, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

14.2 Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROUTESMART AND ROUTESMART'S THIRD PARTIES MAY NOT BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY INTEGRATOR TO ROUTESMART UNDER THIS AGREEMENT DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

14.3 Exceptions to Limitations. These limitations of liability do not apply to RouteSmart's obligations under the provisions of Section 13 (Indemnification).

15. U.S. FEDERAL AGENCY USERS; COMPLIANCE WITH EXPORT CONTROL LAWS. RouteSmart Engine is subject to U.S. export control laws and regulations. Integrator agrees to comply with all applicable U.S. export laws applicable to RouteSmart Engine. If Integrator or any End User is an agency or department of the United States government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of RouteSmart Engine, 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 RouteSmart Engine by the Government constitutes acknowledgment of RouteSmart's proprietary rights therein. Contractor or manufacturer is RouteSmart Technologies, Inc. Neither Integrator nor any End User, nor any of its or their subsidiaries or, any of its or their directors, officers, employees, agents, affiliates or representatives may be 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"), Neither Integrator nor any End User may be located, organized or resident in a country or territory that is the subject of Sanctions; and neither Integrator nor any End User may be knowingly engaged in, or in the past have 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.

16. MISCELLANEOUS.

16.1 Notices. All notices must be in writing and addressed to the other party's primary point of contact, set forth in the Quotation to which this Agreement is a part. The email address for notices being sent to RouteSmart is legal@routesmart.com. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

16.2 Assignment. Neither party may assign or otherwise transfer this Agreement or 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. Any other attempt to assign is void. This Agreement will be binding upon, and inure to the benefit of, the respective permitted assignees, transferees and successors of each of the parties. Subject to the conflicting provisions, if any, in any Ancillary Agreement, this Agreement does not confer any benefits on any third party unless it expressly states that it does.

16.3 Force Majeure. Other than with respect to payment of Fees, 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.

16.4 No Partnership. This Agreement does not create any agency, partnership or joint venture between the parties. RouteSmart may subcontract obligations under the Agreement but will remain liable to Integrator for any subcontracted obligations.

16.5 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

16.6 Severability. If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

16.7 Governing Law; Venue.

16.7.1 Governing Law; Venue.

16.7.1.1 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.

16.7.1.2 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.

16.7.1.3 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 16.7.1.1 or 16.71.2, 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.

16.7.1.4 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.

16.7.2 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.

16.7.3 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.

16.8 Amendments. Except as otherwise expressly provided for in this Agreement, any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

16.9 Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Account agreement (if any) but only as to the pricing and payment terms set forth therein, the terms contained in the Ancillary Agreements, but only as to the specific rights and obligations set forth in those documents, and this Agreement.

16.10 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.

17. DEFINITIONS

"Account" means Integrator's RouteSmart account.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Allegation" means an unaffiliated third party's allegation.

"Ancillary Agreement" means 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).

"Competitor" means any person or entity, including Integrator and/or any End User, who engages in activities or behavior that is competitive to RouteSmart and its business, as determined by RouteSmart in its sole discretion.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

"Control," "Controls," or "Controlled by" means having control of greater than 50% of the voting rights or equity interests of a party.

"Documentation" means 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 RouteSmart Engine.

"Emergency Security Issue" means either: (a) Integrator's or Integrator End Users' use of RouteSmart Engine which could disrupt: (i) the use of RouteSmart Engine and/or the RouteSmart Content by other Integrators or End Users; (ii) other customers' or their customer end users' use of RouteSmart Engine; or (iii) the RouteSmart network or servers used to provide RouteSmart Engine; or (b) unauthorized third party access to RouteSmart Engine or the RouteSmart Content.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including any applicable munitions- or defense-related regulations (for example, the International Traffic in Arms Regulations maintained by the U.S. Department of State).

"FUP" or "Fair Use Policy" means the then-current Fair Use Policy for RouteSmart Engine at: trust.routesmart.com.

"Feedback" means feedback or suggestions about RouteSmart Engine provided by Integrator to RouteSmart.

"Fees" means the amounts charged for Integrator's use of RouteSmart Engine, plus any applicable Taxes, late fees, and any other amounts charged by RouteSmart in response to a specific Integrator request for assistance.

"High Risk Activities" means activities where the use or failure of RouteSmart Engine could lead to death, personal injury, or environmental damage, including (a) emergency response services; (b) autonomous and semi-autonomous vehicle or drone control; (c) vessel navigation; (d) aviation; (e) air traffic control; (f) nuclear facilities operation.

"Including" means "including but not limited to".

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party; and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"Integrator Application" means any web page or application (including all source code and features) owned or controlled by Integrator, or that Integrator is authorized to use and which incorporates RouteSmart Engine.

"Integrator End User" or "End User" means an individual or entity that Integrator permits to use RouteSmart Engine in connection with Integrator Application(s).

"Integrator Indemnified Materials" means the Integrator Application and Integrator Marks.

"Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

"Legal Proceeding" means any formal legal proceeding filed before an arbitrator, or a court or government tribunal (including any appellate proceeding), and including any legal proceeding for injunctive or other equitable relief.

"Legal Process" means a data disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"Marks" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party.

"Personal Information" means any information which by itself or when combined with other information is capable of being associated with a unique individual, and includes all information protected under any applicable data privacy or security laws, now or hereafter enacted.

"Price" means the then-current applicable price(s) as provided by RouteSmart pursuant to a quotation for RouteSmart Engine.

"Prohibited Territory" means, with respect to HERE data access Djibouti, China, Korea, Japan, Iran, Iraq, Libya, Mauritania, Somalia, Sudan, Syria, Tunisia, Yemen, Western Sahara.

" RouteSmart Engine " means the RouteSmart Engine offering of RouteSmart,

“RouteSmart Engine API” means the application programming interface through which RouteSmart Engine is made available to Integrator.

"RouteSmart Content" means any content provided through RouteSmart Engine (whether created by RouteSmart or its third-party Third Parties), including map and terrain data, imagery, and traffic.

"RouteSmart Indemnified Materials" means RouteSmart's technology used to provide RouteSmart Engine, the Documentation, and RouteSmart's Marks.

“RouteSmart Technology” means the software and other technology used by RouteSmart to provide RouteSmart Engine.

"Software" means any downloadable tools, software development kits, or other computer software provided by RouteSmart for use as part of RouteSmart Engine, including API updates.

"Taxes" means any duties, customs fees, or taxes (other than RouteSmart’s income tax) associated with the purchase of the Services, including any related penalties or interest.

"Term" has the meaning stated in Section 9.1 of this Agreement.

"Third-Party Legal Proceeding" means any Legal Proceeding brought or threatened by an unaffiliated third party.