TERMS OF USE
ROUTESMART PLAN

1. TERMS OF USE

This Terms of Use Agreement (the "Terms" or this "Agreement") is entered into by and between RouteSmart Technologies, Inc. ("RouteSmart") and you as a Customer. As used in these Terms, "you" and "Customer" include both the individual accessing RouteSmart Plan and the entity on whose behalf the individual is utilizing RouteSmart Plan The Terms govern the use of the RouteSmart Plan application.

Your use of RouteSmart Plan is also governed by the terms of your RouteSmart Engine or RouteSmart Optimize Service Subscription Agreement, as applicable (the "Subscription Agreement), including the terms of any applicable Ancillary Agreements (as defined in your Subscription Agreement).

Please note that you must be a subscriber to RouteSmart Engine or RouteSmart Optimize Service under a Subscription Agreement in order to utilize RouteSmart Plan.

Please read the Terms carefully. As a Customer you agree to the Terms for RouteSmart Plan, or using and/or accessing RouteSmart Plan in other ways.

RouteSmart reserves the right to update and/or modify the Terms from time to time and without notice. The most recent version of the Terms shall supersede any previous versions. It is your responsibility to review these Terms to confirm the current version. Any continued use of RouteSmart Plan following any changes in the Terms shall constitute acceptance of such changes. The curren t Terms will be disclosed and may be reviewed via trust.routesmart.com

RouteSmart reserves the right to modify or discontinue RouteSmart Plan or parts thereof temporarily or permanently. Notice of any discontinuation or modification of RouteSmart Plan will be disclosed via our lifecycle support documents available at trust.routesmart.com.

2. USING THE ROUTESMART PLAN ADD-IN

Unless otherwise specified, RouteSmart Plan is intended for your organization's internal use only and only in connection with your activities under your RouteSmart Subscription Agreement. You shall not, without the advance approval from RouteSmart, attempt to perform any of the following when using RouteSmart Plan:

- Access or use RouteSmart Plan in a manner not provided or authorized by RouteSmart
- Reproduce, duplicate, copy, reverse engineer, sell, trade, resell or exploit RouteSmart Plan

You are responsible for all activity that occurs through your use of RouteSmart Plan and you agree not to use RouteSmart Plan in any manner deemed to be harmful, threatening, inflammatory, harassing, offensive, vulgar, unlawful, defamatory, infringing, abusive, obscene, fraudulent, or privacy invasive. You warrant that you have all rights to access and download the information you obtain via RouteSmart Plan and that it does not infringe any third-party rights. You also agree to use RouteSmart Plan in accordance with applicable law and acknowledge that failure to do so may subject you to civil and criminal penalties.

RouteSmart shall have the right to, without notice, suspend access to RouteSmart web services or RouteSmart web applications for any reason, including if RouteSmart in its sole discretion deems it to be unlawful or in violation of, or may imply a breach of these Terms and any Ancillary Agreement.

3. THIRD PARTY SERVICES

All third-party data, services and products integrated in or available through RouteSmart Plan are works of independent contractors and not employees of RouteSmart. RouteSmart shall not be responsible for any actions, mistakes, defects, omissions, claims, guarantees etc. related to such data, services or products or the use or purchase

thereof. If you experience any problem with your use or purchase of third-party services or products, please contact the provider accompanying your product or receipt.

4. INTELLECTUAL PROPERTY RULES, RIGHTS AND USE

4.1 Ownership and Use of Data and Materials

RouteSmart Plan contains material protected under copyright and other intellectual property laws, including but not limited to, code, organization, graphics, text, and images. RouteSmart reserves all rights, title and interest in RouteSmart Plan and any updates, modifications, improvements and derivatives thereof if nothing else is expressed in the Terms. Customers may not modify, copy, reproduce, republish, or otherwise transfer any materials or other information available through RouteSmart Plan that belong to RouteSmart. Customers may only use RouteSmart Plan for their own personal, non-commercial use.

4.2 Legal Compliance

You agree to use RouteSmart Plan only for purposes that are permitted by applicable law, rules or regulations, and as permitted by the Terms.

4.3 No Misuse

You agree not to disrupt, or in any way attack, modify or interfere with RouteSmart Plan, RouteSmart or its associated software, hardware and/or servers in any way. Additionally, you agree not to interfere in any way with other Customer's use of these services. Tampering or altering information, materials or data on RouteSmart Plan (other than Customer's Route Data or other information generated by Customer) also represents a breach of this Agreement. You may not use RouteSmart Plan in any manner or for any purpose other than as expressly permitted by these Terms. You may not and may not attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of RouteSmart Plan, (b) reverse engineer, disassemble, or decompile RouteSmart Plan or apply any other process or procedure to derive the source code of any software included in RouteSmart Plan, or (c) resell or sublicense RouteSmart Plan.

5. CUSTOMER GENERATED CONTENT

5.1 Customer Responsibility

You are solely responsible for your use of the content that you download into RouteSmart Plan. In addition, you are responsible for any data you publish or deploy via RouteSmart ArcGIS Pro.

6. INDEMNIFICATION

As a Customer, you agree to indemnify, defend, and hold harmless RouteSmart, our affiliates, third party service providers, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of or related to your use of RouteSmart Plan, or interactions with RouteSmart, or breach of these Terms, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. This indemnity will continue in full force and effect subsequent to and notwithstanding the discontinued use of RouteSmart Plan by you. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if RouteSmart is made a party to a legal proceeding in connection with your act or omission, RouteSmart may hire counsel to protect its

interests and bill you for all costs and expenses incurred by RouteSmart. You shall promptly reimburse RouteSmart for such costs and expenses. You also agree RouteSmart cannot be held liable for any unauthorized Customer interaction, use of materials obtained from RouteSmart Plan, or for any breach of the Terms.

7. DISCLAIMERS AND LIABILITY LIMITATIONS

EACH CUSTOMER ACKNOWLEDGES THAT THEY ARE USING ROUTESMART PLAN AT THEIR OWN RISK. ROUTESMART AND THIRD-PARTY DATA PROVIDERS DISCLAIM ANY AND ALL WARRANTIES EITHER EXPRESSED OR IMPLIED IN THE TERMS. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY GUARANTEE OF ACCURACY, TITLE, MERCHANTABILITY, RELIABILITY, FITNESS OF PURPOSE, OR ANY OTHER WARRANTY, EITHER ORAL OR WRITTEN. ROUTESMART DOES NOT SUPPLY AND WARRANT FOR THE ACCURACY WITH REGARD TO THE CORRECTNESS, COMPLETENESS OR EVEN USEFULNESS OF THE INFORMATION CONTAINED IN ROUTESMART PLAN OR THE DATA UPON WHICH SUCH INFORMATION IS BASED.

FURTHER, ROUTESMART DOES NOT WARRANT UNINTERRUPTED USE OF ROUTESMART PLAN, NOR DO ANY OF ROUTESMART'S THIRD-PARTY PROVIDERS, AFFILIATES, OR PARTNERS. THE CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP THEIR DATA, MAINTAINING THEIR ITINERARIES, AND IN GENERAL FOR THE ACCURACY OF INFORMATION PROVIDED TO THEM VIA ROUTESMART AND ITS AFFILIATES.

YOU AND ANY CUSTOMER OF ROUTESMART PLAN (IN USING ROUTESMART PLAN), AGREE TO RELEASE ROUTESMART, IT'S REPRESENTATIVES AND OTHER AFFILIATES FROM CLAIMS, DAMAGES AND DEMANDS ARISING FROM THE USE OF ROUTESMART PLAN.

8. DISPUTES

The dispute provisions of your Subscription Agreement will govern in the event of any dispute arising out of the Terms or your use of RouteSmart Plan.

9. WAIVER OF RIGHTS

YOU AND ROUTESMART KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE AS FOLLOWS:

Jury Trial. **YOU AND ROUTESMART EXPRESSLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the provisions of Section 8 are unenforceable.**

Damage Waiver. YOU EXPRESSLY WAIVE ANY CLAIM FOR PUNITIVE, CONSEQUENTIAL, COMPENSATORY, LOST PROFIT, MULTIPLE AND/OR EXEMPLARY DAMAGES.

YOU AND ROUTESMART EXPRESSLY AGREE THAT IN THE EVENT OF ANY FINAL DETERMINATION, ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE, CONSEQUENTIAL, COMPENSATORY, LOST PROFIT, MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ROUTESMART'S LIABILITY SHALL NEVER EXCEED YOUR ACTUAL DAMAGES.

10. GOVERNING LAW AND FORUM

The Terms shall be governed in accordance with the provisions of your Subscription Agreement.

12. CONTACT

If you have any questions related to RouteSmart Plan, the Terms and/or the handling of your personal data, you may contact RouteSmart by sending an e-mail to Legal@RouteSmart.com.