MASTER AGREEMENT

(Signature Page)

This Master Agreement ("Agreement") sets forth the Standard Terms and Conditions relating to the Company's services provided to Client. As used in this Agreement, "**Company**" means Transit Technologies, LLC, a Delaware limited liability company, and any other Subsidiaries of Company which provides services to Client, and "**Client**" means the undersigned commercial customer. " Subsidiaries" shall include, without limitation, all parent, subsidiary, and brother-sister entities, and other entities controlled by, or under common control with, the Company that provides services to the Client pursuant to this Agreement.

COMPANY INFORMATION	
Notice Contact In formation	Transit Workforce Management, LLC. (fka: Bytecurve Holdings, LLC.) Phone: 855-298-7272 Email: sales@bytecurve.com

CLIENT INFORMATION	
Client Legal Name & Entity Information	Minooka CHSD 111 Choose one: ___ Corporation formed in _____ ___ Limited Liability Company formed in _____ ___ Partnership formed in _____ ___ Federal Governmental Entity _X_ Governmental Entity for the State of Illinois
Notice Contact Information	Minooka CHSD 111 201 S. Webena Avenue. Minooka, IL 60477 Attn: Kathleen Wilkey Phone: 815-467-2557 Email: kwilkey@mchs.net

IN WITNESS WHEREOF, the parties have duly executed this Master Agreement by the duly authorized signatures below as of December 1, 2026 (the "**Effective Date**").

CLIENT: Minooka CHSD 111

By: _____
Signature

_____
Printed Name

_____
Title

COMPANY: TRANSIT TECHNOLOGIES, LLC for itself and its Subsidiaries

By: _____
Signature

_____
Printed Name

_____
Title

COMPANY MASTER AGREEMENT
STANDARD TERMS AND CONDITIONS

This Master Agreement ("Agreement") sets out the terms and conditions pursuant to which Client may from time to time access, use or license one or more computer software products or services from Company and obtain from Company such support, professional and other services which Client shall specify on accepted Orders.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.
ORGANIZATION AND RULES OF CONSTRUCTION

1. **Organization.** These standard terms and conditions are divided into five Articles: Article I Organization and Rules of Construction, Article II Definitions, Article III Term License, Article IV Software as a Service (SaaS), and Article V General Terms and Conditions. The terms and conditions in Articles I, II, and V apply during the entire term of this Agreement and to all Licensed Software and Services. Article III applies, in addition to Articles I, II, and V, to all Orders entered into by Client and Company which identify a Term License for the Licensed Software. Article IV applies, in addition to Articles I, II, and V, to all Orders entered into by Client and Company which identify SaaS. The terms and conditions under either Article III or IV will be inapplicable unless Client and Company contract for a Term License or SaaS governed by them, respectively. It is acknowledged that licenses, or rights to access and use, for a Term License and SaaS may operate concurrently from time to time, as selected by Client on the Orders.

ARTICLE II.
DEFINITIONS

2. **Definitions**. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth herein:

2.1. "Access Term" means the term for which Company has agreed to provide Client with Hosted Services pursuant to the applicable Order.

2.2. "Authorized Users" means the Client's employees, representatives and contractors, or others identified in an Order who have a legitimate need to use the Licensed Software for Client's internal business purposes, and with respect to contractors, are bound by obligations of confidentiality with respect to the Licensed Software substantially the same as those of Client under this Agreement.

2.3. "Client Data" means information, data and other content, in any form or medium, that is inputted into the Hosted Services by Client or an Authorized User.

2.4. "Derivative Works" means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensation, or any other form in which a work may be recast, transformed, or adapted.

2.5. "Documentation" means, when used with respect to the Licensed Software, all documentation, technical manuals, operator and user manuals, flow diagrams, file descriptions and other written information provided by Company that describes the functions, operational characteristics and specifications of such software.

2.6. "Equipment" means the goods, hardware, or equipment set out in an Order and provided to Client for its use in connection with the Hosted Services.

2.7. "Fees" means the license, subscription, support, professional, hosting or other fees set out in an Order.

2.8. "Hosted Services" means the applicable Licensed Software provided by Company to Client over the internet, web browser, or other Company authorized application.

2.9. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type, as they may exist anywhere in the world.

2.10. "Law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial, or administrative body (whether domestic, international, or foreign), as amended from time to time.

2.11. "Licensed Software" means the computer software products, mobile applications, and other technology which Company licenses to, or grants the right to access and use to, Client and its Authorized Users as set out in the applicable Order.

2.12. "Professional Services" means any consulting, implementation, configuration or other services that are described in an Order. Support Services and any Hosted Services are not Professional Services.

2.13. "Services" means the Professional Services, Hosted Services, and Support Services.

2.14. "Support Services" means those support and maintenance services set forth on Exhibit A.

2.15. "Updates" means all new releases, versions, enhancements, updates, corrections, patches, bug-fixes, or other modifications (regardless of how characterized) to the Licensed Software.

ARTICLE III.
TERM LICENSE

3. **Scope of License**.

3.1. Grant. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement and each Order, Company grants Client a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Client solely during the subscription term set out in the Order and for Client's internal business purposes in accordance with the Documentation.

ARTICLE IV.
SOFTWARE AS A SERVICE (SAAS)

4. **SaaS Services**.

4.1. Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement and each Order, Company will provide Client's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Client solely during the subscription term set out in the Order and for Client's internal business purposes in accordance with the Documentation. Company shall provide hosting for the Licensed Software, during the Access Term, as agreed by the Parties in the applicable Order and in accordance with Sections 7 and 8 of this Agreement.

4.2. Acknowledgment. Client acknowledges and agrees that this Agreement and the rights provided pursuant to this Section is a services agreement and Company will not be delivering copies of the Licensed Software to Client or its Authorized Users as part of the SaaS Services.

ARTICLE V.
GENERAL TERMS AND CONDITIONS

5. **Orders**. Each time Client wishes to license, or access and use, Licensed Software from Company or to have Company perform services, the parties will enter into a work order specifying (a) the Licensed Software to be licensed by Company to Client, (b) the Licensed Software to be accessed and used by Client, (c) identification of any additional Authorized Users, (d) whether a SaaS Service is sought, (e) any additional services to be provided, (f) the Fees, (g) the term of such order, and/or (h) any additional terms agreed by the Parties (each, an "Order"). These Standard Terms and Conditions are hereby incorporated into, and shall apply to, each Order.

6. **Client Obligations and Limitations**. Client is responsible and liable for all uses of the Licensed Software obtained by means of equipment, networks and computing environments provided by Client, directly or indirectly. Without limiting the generality of the foregoing, Client is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software and Documentation by its Authorized Users or by any other third party to whom Client or an Authorized User may provide access to or use of the Licensed Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Client is also responsible for purchasing and licensing from applicable third parties the hardware and software required for operation of the Licensed Software and for maintaining current license and support relationships with such third parties as required to enable Client's use of the Licensed Software.

Client shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted or the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Client, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Documentation or the applicable Order; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including power generation system, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments; (j) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (k) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Company's commercial disadvantage.

7. **Hosted Services.**

7.1. Overview. If set out in an Order, Company will

provide certain Hosted Services as described herein. During the Access Term, Company shall provide the Hosted Services to Client in accordance with this Agreement and applicable Order. As part of the Hosted Service, Company is hosting the Licensed Software in the Hosted Environment in order for Client and Authorized Users to be able to access such Licensed Software.

7.2. Hosted Service Delivery. Company may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources if applicable, used in providing those Hosted Services. Company may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Company's products or services to its clients, (b) the competitive strength of, or market for, Company's products or services, (c) such Hosted Services' cost efficiency or performance, or (ii) to comply with applicable law.

7.3. Technical Environments. Except as set out otherwise herein or in an Order, Company will bear responsibility for the preparation, operation and maintenance of, software, and for installing and maintaining the Licensed Software (the "Hosted Environment") necessary to provide access to and use of the Hosted Services.

8. **Use of Hosted Services**.

8.1. Client Responsibilities. Client will: (a) be responsible for its and its Authorized User's compliance with this Agreement and for all their acts and omissions as if they were Client's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Client Data and the means by which Client acquired Client Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Company promptly of any unauthorized access or use of which Client becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all Laws applicable to Client's use of the Hosted Services; and (f) promptly and fully cooperate with Company and make the necessary personnel and resources available to Company for Company to deliver the Hosted Services, as reasonably requested by Company.

8.2. Usage Restrictions. Client will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than Client; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 8.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

8.3. Technical Requirements. Client will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Client's responsibility unless otherwise noted in an Order. Client is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Company, which may be amended from time to time. Company neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

8.4. Prohibited Uses. Client will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Company; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Company; (d) misrepresent or in any other way falsely identify Client's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Company's, or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Hosted Services, networks or servers connected to Company systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Company clients' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Company has no obligation to monitor Client's use of the Hosted Services. However, Company reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable Law, regulation, legal process or governmental request.

8.5. Removal of Content. If Company is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to Client may violate applicable law or third-party rights, Company may remove such content or information and/or notify Client that it must discontinue all

use of such content or information, and to the extent not prohibited by law, Client will do so and promptly remove such content or information from its systems.

8.6. Client Data. As between Company and Client, Client owns the Client Data. Client grants to Company and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Client Data for any lawful purpose, including, but not limited to, as reasonably necessary or useful to perform and improve the Services and for the exercise of Company's rights under this Agreement and for scenarios, including, but not limited to, data sharing to brokers and clearinghouses on behalf of the Client. Client warrants to Company that Client has the right to grant the foregoing license and provide Client Data to Company in accordance with this Agreement. Company may anonymize and de-identify Client Data so that it does not identify Client or any individual, and cannot be used to identify Client or any individual, and use such data for lawful purposes, including for analytical and benchmarking purposes, for the development of new products and services, and to improve Company's products and services.

8.7. Security. Company will maintain commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of Client Data. Those safeguards will include measures designed to prevent access, use, modification, or disclosure of Client Data except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by Law; or (c) as Client expressly permits in writing. Client shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Company for use with the Hosted Services. Client is liable for all authorized and unauthorized uses of such account credentials.

9. **Support Services**.

9.1. General. All Support Services are included in purchases of Hosted Services for duration of such term set out in the applicable Order.

9.2. Limitations. Except for integrations authorized or required by Company, Company has no obligation to provide maintenance and support services, including Updates: (a) for any but the most current or immediately preceding version or release of the Licensed Software; (b) for any copy of Licensed Software for which all previously issued Updates have not been installed; (c) for any software or other products Client has obtained from any third party; (d) for any Licensed Software that has been modified other than by Company, or that is being used with any hardware, software, configuration or operating system not specified in the Documentation; or (e) if Client is in breach under this Agreement.

10. **Professional Services**.

10.1. Professional Services. If specified in an Order, Company will provide Professional Services to Client in accordance with the applicable Order. Unless otherwise expressly set forth in an Order, Company will own any deliverables, inventions, work product or other output of the Professional Services, including any improvements, enhancements, configurations, or other derivative works to the Licensed Software.

10.2. Company Personnel. Each party shall appoint an employee to serve as a primary contact with respect to any Professional Services. In the event that any of Company's personnel providing Professional Services do not perform to Client's reasonable satisfaction, Client shall promptly notify Company in writing and Company shall take appropriate actions to correct the issue, including and up to removing such personnel and replacing him or her with a suitable replacement. Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

10.3. Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Company shall, within a reasonable time after such request, provide a written estimate to Client of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

11. **Equipment**.

11.1. General. Company will provide the Equipment to Client if set out in an Order in exchange for the fees and expenses set out therein. Risk of loss in and to the Equipment will transfer to Client upon shipment to the location specified by Client in an Order, or if not specified therein, the location specified by Client in writing.

11.2. Installation. In exchange for the fees set out in the applicable Order, Company shall assist Client in installing the Equipment in its vehicle fleet based on the fleet descriptions provided by Client in an Order. If installation times are extended or Company is required to make additional in person trips to finish an installation for any reason arising under Section 20.1, additional fees and expenses may apply, and Client shall pay such additional fees and expenses. Client acknowledges that the interior design of vehicles within a fleet may differ even among those vehicles with the same make, model and manufacturer, and Client shall be responsible for identifying the location for power, ground, and ignition sources for each component on each vehicle to ensure proper installation connections.

11.3. Inspection; Acceptance. Following Company's completion of the installation of the Equipment

(the “Installed Equipment”), Client shall inspect the Installed Equipment within five business days or within the period specified in the work order, of the completion of such installation (“Inspection Period”) and either accept or, if any of the Installed Equipment is not in material conformance with the applicable equipment warranty (collectively, “Nonconforming Equipment”), reject such Nonconforming Equipment. Client will be deemed to have accepted the Installed Equipment unless it notifies Company in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Company, including appropriate descriptions, pictures, and other documentation requested. If Client timely notifies Company of any Nonconforming Equipment and Company confirms that the Equipment are Nonconforming Equipment, Company shall, in its sole discretion: (i) repair or replace such Nonconforming Equipment with conforming Equipment, or (ii) refund the amounts paid for such Nonconforming Equipment, together with all shipping and handling expenses incurred by Client in connection therewith. CLIENT ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION ARE CLIENT'S EXCLUSIVE REMEDIES AND COMPANY’S SOLE OBLIGATION FOR THE DELIVERY OR INSTALLATION OF NONCONFORMING EQUIPMENT.

11.4. Limited Equipment Warranty.

11.4.1 Scope of Warranty. Company warrants that, for one (1) year following delivery, the Equipment shall be free of any material defects in material and workmanship, and warrants labor for Company’s installation of the Equipment for ninety (90) days. The foregoing warranty does not cover defects, damages, or issues arising from the following: (1) negligence, abuse, neglect, or misuse of the Equipment by any person or entity other than Company; (2) use of the Equipment other than in accordance with Documentation or with hardware or software not previously approved by Company in writing; (3) damages sustained from vehicle malfunctions or accidents; (4) repairs, attempted repairs, alterations, installations, or reinstallations of the Equipment by any person or entity other than Company; or (5) theft or vandalism. Client may purchase extended warranty coverage by entering into an Order with Company for the same.

11.4.2 Return Procedures. Client’s remedy for any defective Equipment is conditioned on its compliance with this section. Client shall (1) notify Company, in writing, of any alleged claim or defect within 10 days from the date Client discovers an alleged claim or defect, (2) complete and return a Return Materials Authorization (RMA) to Company, and (3) ship, at its expense and risk of loss, such allegedly defective Equipment to Company’s facility directed by Company for inspection and testing by Company. Upon receipt of the Equipment alleged to be defective, Company shall inspect and test such Equipment for defects, and if such inspection and testing confirms the reported defect, Company shall, in its sole discretion, repair or replace such Equipment. If Company elects to repair or replace the Equipment, Company shall ship the repaired or replacement Equipment to Client at Company’s expense. If Company determines that any returned Equipment is not defective, Company may charge Client a service fee per piece of Equipment at its then current service rates plus pass through shipping costs for the return of the Equipment. THIS SECTION SETS FORTH THE CLIENT’S SOLE AND EXCLUSIVE REMEDY AND COMPANY’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED EQUIPMENT WARRANTY SET FORTH HEREIN.

11.4.3 Non-Warranty Repairs. For Equipment returned for repair or replacement outside of the warranty period, Company shall charge Client, and Client shall pay, all costs associated with the repaired or replacement Equipment, shipping, and labor overhead and order processing.

11.5. Client. Client represents and warrants that (i) it shall perform its obligations hereunder in a professional and workmanlike manner consistent with generally accepted industry standards, and (ii) promptly respond to and provide Company with all materials, information, and facility access requested by Company as necessary for Company to provide the Equipment and otherwise perform its obligations hereunder.

11.6. Disclaimer. Client acknowledges that (i) the Equipment is an information tool only and is not a substitute for competent management and oversight of Client’s vehicle fleet, transportation systems, and personnel generally and (ii) the success of the Equipment depends on a number of variables over which Company has no control, including data being transmitted over the internet, Client’s network, GPS satellites, and third-party carrier networks and fiber and telecommunication lines. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION, COMPANY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CLIENT REGARDING THIS AGREEMENT AND THE EQUIPMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY COMPANY. NO WARRANTY IS MADE THAT USE OF THE EQUIPMENT WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE EQUIPMENT WILL BE CORRECTED, OR THAT THE EQUIPMENT FUNCTIONALITY WILL MEET CLIENT’S REQUIREMENTS.

12. **Economic Terms**.

12.1. General. Client shall pay the Fees set out in the applicable Order in accordance therewith.

12.2. Fees and Payment. Client shall make all payments in U.S. dollars. Unless otherwise expressly agreed to in an Order, payment terms shall be net 15 days from the date of invoice, which Client may pay via ACH. Fees are non-cancelable, non-contingent, and once paid,

non-refundable. Fees and expenses due from Client under this Agreement may not be withheld or offset by Client against other amounts for any reason. If Client fails to pay the Fees when due, Company may immediately suspend Client's and the Authorized User's access to the Licensed Software and/or Services and terminate this Agreement with written notice to Client.

12.3. Rate Changes. The parties agree that for Professional Services provided on a time and materials basis, Company may increase its rates specified in the applicable Order upon written notice to Client; provided, that Company provides Client written notice of such increase at least 30 days prior to the effective date of such increase. Further, all ongoing fees for Hosted Services will automatically increase on the expiration of the initial term stated in the respective Order and each anniversary thereafter by the greater of (a) five percent (5%) or (b) one percent (1%) plus increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Department of Labor for All Urban Consumers for the most recently published 12 month period preceding the date on which the increase is calculated.

12.4. Late Fees. If any invoiced amount is not received by Company by the due date, then, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law, if any, whichever is lower. Company, at its option, may suspend the License Software and/or all Services or any other obligation arising hereunder, in whole or in part, if Company does not receive all amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Client of the failure to pay such overdue balances.

12.5. Taxes. Client shall be solely liable for any and all taxes arising in connection with its purchases of licenses or services hereunder other than any federal, state, local, or other taxes based on or measured by Company's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes. Taxes, levies, duties or similar governmental assessments will be included in all invoices until official proof of tax-exempt status is provided.

13. **Warranties**.

13.1. Limited Warranty. Company represents and warrants to Client that, during the term of the applicable Order, the Licensed Software will operate substantially in compliance with its corresponding Documentation. Provided, however, Company shall not be in breach of the foregoing warranty or otherwise responsible for any material defects in workmanship, design and material of the Licensed Software ("Defects") arising as a result of any of the following: (a) if the Licensed Software is used other than in accordance with this Agreement or its Documentation; (b) if the Defect is caused by a modification, update, add-on, integration, product, or service not provided by Company; (c) any error or inaccuracy in data or information provided by Client; or (d) any Client unlicensed activities. Client's exclusive remedy, and Company's sole obligation, for the breach of the foregoing warranty shall be for Company to provide commercially reasonable efforts to promptly correct, replace or provide a work around the Defect. Client shall promptly notify Company of any Defects in writing specifying the nature of the Defect and when it arose, but in no event later than thirty (30) days after the occurrence of a Defect.

13.2. Services Warranty. Company warrants to Client that it will provide the Services in a professional and workmanlike manner. Company shall not be in breach of the foregoing warranty unless Client notifies Company in writing of the non-conforming Services within thirty (30) days of Company's provision of such non-conforming Services. Company shall thereafter use commercially reasonable efforts to re-perform the non-conforming Services so that they are conforming to the foregoing warranty. This Section sets out Company's entire obligation and Client's exclusive remedy in respect of any breach of the warranty set out in this Section.

13.3. Hardware Warranty. Company will pass through and assign to Client the manufacturer's warranty (if any) for any hardware purchased from Company if such manufacturer permits Company to pass through and assign such warranty to Client. Company agrees to use commercially reasonable efforts to facilitate any hardware related warranty claim by Client, but Client acknowledges that it has no right to make a warranty claim directly against Company for any hardware supplied by Company.

13.4. Client Warranties. Client represents and warrants that (a) Client will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Company's end-user terms of use and all applicable laws and regulations; (b) Client owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Client Data that is placed on, transmitted via or recorded by any Hosted Service; and (c) the provision and use of Client Data as contemplated by this Agreement and any Hosted Service do not and shall not violate any of Client's privacy policy, terms-of-use or other agreement to which Client is a party or any law or regulation to which Client is subject to.

13.5. Mutual Warranties. Each party represents and warrants to the other party: (a) such party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate or company action and do not violate in any material respect the terms of any law, regulation, or court order to which Company is subject, (b) this Agreement is the valid and binding obligation of such party, in accordance with its terms, and (c) such party is not subject to any pending or, to such party's knowledge, threatened litigation or governmental action which could interfere with such party's performance of its obligations hereunder.

13.6. Disclaimers.

13.6.1 EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS SECTION, THE SUPPORT SERVICES AND SOFTWARE ARE PROVIDED

TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS SET OUT IN THIS SECTION, NEITHER CLIENT NOR COMPANY MAKES, AND EACH HEREBY DISCLAIM, ANY OTHER WARRANTIES TO THE OTHER PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE, TECHNOLOGY, OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SUPPORT SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13.6.2 Client acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Company shall not be liable to Client or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Client or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Client shall include this paragraph, or the substance thereof, in any agreements between Client and any third party involving the Hosted Services or other Company property.

14. **Confidentiality**.

14.1. Obligations. Each party (in such capacity the "Receiving Party") shall hold the Confidential Information (as defined below) of the other party (in such capacity the "Disclosing Party") in strict confidence. The Receiving Party shall have the right to use the Confidential Information for the purpose of fulfilling its commitments and obligations to the Disclosing Party and as permitted by this Agreement. Except as permitted in the foregoing sentence or by prior written consent of the Disclosing Party, the Receiving Party shall not use, disclose or distribute to any person, firm or entity any Confidential Information and shall not permit any person, firm or entity to use, disclose or distribute any Confidential Information; provided that the Receiving Party may disclose or distribute such Confidential Information to the following: (i) its officers, employees and directors who have a business need to know such Confidential Information; and (ii) its attorneys, accountants, consultants, agents, independent contractors or professional advisors (the "Receiving Party Agents") who have a business need to know such Confidential Information and are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. The Receiving Party shall be responsible for ensuring that the Receiving Party Agents comply with the terms of this Agreement and shall remain ultimately responsible for the use, disclosure or distribution of Confidential Information by the Receiving Party Agents. Any failure by the Receiving Party Agents to comply with the terms hereof shall constitute a material breach of this Agreement by the Receiving Party. Except in connection with the purposes identified above, the Receiving Party shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of Confidential Information without the prior written consent of the Disclosing Party.

14.2. Confidential Information. "Confidential Information" means (a) the Licensed Software and non-public Documentation, (b) subject and terms of any and all potential or binding business transactions between the parties, and (c) all oral or written information, of whatever kind and in whatever form, and whether or not marked as "confidential," of the Disclosing Party, its employees, suppliers, or clients, including the identities thereof, that may be obtained from any source as a result of or in connection with this Agreement, as well as all such other information designated by the Disclosing Party as confidential including past, present or future business and business activities, financial information, technical information, products, services, research and development, processes, techniques, designs, financial planning practices, client information (including clients' identities and any client-related data or information), and marketing plans.

14.3. Exceptions. Confidential Information shall not include any information which the Receiving Party can demonstrate (a) is in the public domain through no fault or breach of confidentiality by such Receiving Party, (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (c) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement. Despite the obligations of Section 14.1, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the limited extent such Confidential Information is required to be disclosed by the Receiving Party by Law or pursuant to an order of any court or administrative body; provided that, with regard to each such disclosure, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or order, including copies of subpoenas or orders requesting such Confidential Information, shall cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action, and shall not make disclosure pursuant thereto until the Disclosing Party has had a reasonable opportunity to resist such disclosure, unless the Receiving Party is ordered otherwise.

14.4. Ownership. All Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party or its employees, suppliers, or Clients, as the case may

be. Except as otherwise set forth in this Agreement, neither Company nor Client acquires any Intellectual Property Rights in the Confidential Information, including any rights to create Derivative Works of any Confidential Information, under this Agreement, except the rights to use such Confidential Information as permitted by this Agreement.

14.5. Unauthorized Disclosure. The Receiving Party shall (a) promptly notify the Disclosing Party if the Receiving Party discovers or is notified of an unauthorized disclosure or release of, or access to, the Disclosing Party's Confidential Information (each, an "Unauthorized Disclosure") to or by any person obtaining or reasonably believed to have obtained such Confidential Information, or access to such Confidential Information, from or through the Receiving Party, (b) reasonably assist the Disclosing Party in any action taken against the person(s) responsible for such Unauthorized Disclosure, and (c) take immediate corrective action to cease the existing Unauthorized Disclosure and prevent any other or future Unauthorized Disclosures.

14.6. Return of Confidential Information. Upon written request by the Disclosing Party at any time, the Receiving Party shall: (a) turn over to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or (b) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party.

14.7. Additional Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at Law for a breach by the Receiving Party of its obligations under this Section and that such breach may result in irreparable harm to the Disclosing Party. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it may have at Law.

14.8. Injunctive Relief. Client acknowledges that the unauthorized use, transfer, or disclosure of the Licensed Software and Documentation or copies thereof will (1) substantially diminish the value to Company of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Company's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Client breaches any of its obligations with respect to the use or confidentiality of the Licensed Software or Documentation, Company shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

14.9. Collection and Use of Information.

14.9.1 Client acknowledges that Company may, directly or indirectly through the services of third parties, collect and store anonymized information regarding use of the Licensed Software and about equipment on which the Licensed Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services.

14.9.2 Client agrees that Company may use such information for any purpose related to any use of the Licensed Software by Client including but not limited to: (a) improving the performance of the Licensed Software or developing Updates, or the hosting thereof; and (b) verifying Client's compliance with the terms of this Agreement and enforcing Company's rights, including all Intellectual Property Rights in and to the Licensed Software.

15. **Proprietary Rights**. Except as explicitly provided herein, Client is not granted any rights or licenses in or to the Licensed Software, the Documentation, and Confidential Information of Company, or any copyright, patent, trade secret or other proprietary or Intellectual Property Rights of Company, and all such rights are and shall remain the exclusive property of Company. Subject to the licenses or rights granted by Company to Client under this Agreement, Company shall retain all legal and equitable right, title, and interest in and to the Licensed Software and Documentation. The licenses granted herein are personal to Client. No rights are granted by implication, estoppel or otherwise. Only the rights expressly set out herein are granted. All other rights are reserved.

Client further acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Client further acknowledges and agrees that the content or information presented to the Client through the services provided pursuant to this Agreement and Orders may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Company, nothing in this Agreement or Documentation shall be construed to confer any license to any of Company's intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise

16. **Indemnification**.

16.1. Obligation to Defend and Indemnify. Company will defend Client and its officers, directors, employees, and contractors against any claim, suit, action or proceeding brought by a third party alleging that Client's receipt or use of the Licensed Software in accordance with this Agreement infringes any United States intellectual property right or misappropriates any trade secret of that third party (each, a "Claim"), and will pay all settlements agreed to by Company and damages awarded against Client by a court of competent jurisdiction as a result of a Claim; provided, however, Company will have no obligations under this Section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Client; (b) use of the Licensed Software in combination with any materials, software, or equipment not supplied to Client by Company; (c) any modifications or changes made to the Licensed Software by

or on behalf of any person or entity other than Company; (d) the use of any version of the Licensed Software other than the most current release made available by Company; or (e) Client's breach of this Agreement.

16.2. Additional Remedy. If the Licensed Software, or any part thereof, becomes, or in the opinion of Company may become, the subject of a claim of infringement or misappropriation, Company may, at its option: (a) obtain a license for Client's continued use of that Licensed Software in accordance with this Agreement; (b) replace or modify the Licensed Software so that it is no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and/or any Order.

16.3. Conditions. As a condition to Company's obligations under this Section, Client shall (a) promptly give written notice of the Claim to Company; (b) give Company the right to control the defense of such claim at Company's expense (provided, however, that Company shall not agree to any settlement that requires Client to pay damages or admit liability without Client's prior written consent); (c) subject to foregoing (b), be permitted at its own expense to participate in any litigation, negotiations, and/or settlements related to a Claim with the counsel of its own choosing at its own expense; and (d) provide Company all available information and commercially reasonable assistance requested by Company in connection with the defense or settling of such Claim.

16.4. Sole Remedy. THIS SECTION SETS OUT COMPANY'S SOLE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY IN RESPECT OF ANY INTELLECTUAL PROPERTY CLAIMS AGAINST COMPANY.

16.5. Client's Duty. Client will defend, indemnify and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Client (including Client Data), or Company's receipt or use thereof, violates the rights of any third party, including infringes any intellectual property or privacy rights; (b) arising from Client's breach of any part of this Agreement; or (c) arising from Client's failure to comply with applicable law (each of (a) – (c), a "Claim Against Company") and will pay all settlements entered into and damages awarded against Company as a result of a Claim Against Company.

17. **Limitations of Liability**.

17.1. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST DATA, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

17.2. Damages Cap. IN NO EVENT WILL COMPANY'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO COMPANY PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LIABILITY.

17.3. Integral Part of Arrangement. Section 16 and this Section allocate the risks under this Agreement between Client and Company and are viewed by the parties as an integral part of the business arrangement between them. The pricing and other terms and conditions of this Agreement reflect this allocation of risk and the limitations specified herein.

17.4. Limitation Period. No action, regardless of form, arising out this agreement may be brought by either party more than one (1) year after the cause of action has arisen, or, in the case of nonpayment, more than one (1) year from the date of the last payment.

17.5. Exceptions. The exclusions and limitations in Section 17.1 and Section 17.2 will not apply to: damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 14 (Confidentiality) or under Section 16 (Indemnification).

18. **Inspections and Audits**. Client shall maintain accurate and complete books and records in accordance with generally accepted accounting principles of all transactions occurring hereunder and its use of the Licensed Software. Client will, upon at least 10 days' prior written notice, grant Company reasonable access, on Client's premises, to inspect such records and Client's computer processing environment(s) in which the Licensed Software is used or otherwise used to verify Client's compliance with the provisions of this Agreement; provided that: (a) all such inspections shall take place during Client's regular business hours, and (b) Company shall use commercially reasonable efforts to ensure that any such inspection does not disrupt Client's business operations. If Company reasonably determines that Client is using the Licensed Software in a manner inconsistent with the provisions of this Agreement, in addition to all other rights or remedies Company may have, Client shall pay to Company on demand the costs of the audit, if any, and the Fees applicable to such inconsistent use. Company is not required to conduct inspections and audits.

19. **Term; Termination**. This Agreement commences on the Effective Date and shall continue until terminated in accordance with its terms. This Agreement shall be effective as of the Effective Date and shall apply with respect to any Order entered into between the parties. The term of each Order shall be set forth in the applicable Order, and the term

of each Order will automatically renew for subsequent terms of the same length unless otherwise noted in the order or written notification of non-renewal is received by the other party at least thirty (30) days prior to the end of the term, unless otherwise stated in the Order. Except as may otherwise be provided herein, either Client or Company may terminate this Agreement or any Order, effective upon written notice to the other party, if such other party breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice thereof. Company may immediately terminate this Agreement or suspend Client and any Authorized User's access to the Licensed Software or any Service, or any portion thereof, if Company reasonably determines that there is a threat or security risk to the Licensed Software. Company may suspend Client and any Authorized User's access to the Licensed Software or any Service, or any portion thereof, or any other services under this Agreement or any Order, if Client fails to pay any amount due to Company hereunder within thirty (30) days after written notice the amount was due. Upon termination of this Agreement by Company for Client's breach, each Order shall automatically terminate. Upon the expiration or termination of any Order, the licenses or rights granted there under and the Support Services shall also terminate, and Client shall cease using, and destroy all copies, if any, of, the Licensed Software and Documentation in its possession or control. No expiration or termination shall affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund. If Company terminates this Agreement due to Client's breach of the Agreement, then at Company's election all remaining payments will immediately come due and owing and full payment shall be made within ten (10) days of notification.

19.1. Client Data. Upon termination or expiration of this Agreement for any reason, other than Client's breach, Client may request that Company export and provide to Client available Client Data. Subject to Client paying Company for all service fees applicable to such work, Company agrees to provide such services at its then current rates. Notwithstanding the foregoing, after thirty (30) days from termination, Company may delete and destroy all Client Data without notice or liability to Client.

20. **Miscellaneous**.

20.1. Delay in Performance. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay, and Client shall remain liable for Fees set out in an Order.

20.2. Entire Agreement. This Agreement, including each Order and mobile application terms of use, sets out the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. In the event of any conflict between the Standard Terms and Conditions and any Order, the Standard Terms and Conditions shall control unless otherwise specifically stated in an Order.

20.3. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Company's prior written consent, which consent Company may give or withhold in its sole discretion. Any merger, consolidation or reorganization involving Client (regardless of whether Client is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Company's prior written consent is required. No delegation or other transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Client's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

20.4. Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including act or omissions of the other party or its contractors or vendors or any act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

20.5. Survival. This Section and Sections 3.2, 4.4, 8.6, 12, 13.3, 13.4, 14, 15, 16, 17, 18, 19, 20 and 21 of these Standard Terms and Conditions, as well as any other provisions necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the expiration or termination of this Agreement or any Order.

20.6. Notices. Any notice, consent, or other communication permitted or required under this Agreement shall be in writing and may be delivered in person, by mail, by nationally recognized courier service or by email to the address or email stated on the signature page of this Agreement. If hand delivered or delivered by courier service, the notice shall be deemed received upon delivery. If by email, the notice shall be deemed received two days after being sent. If sent by mail, the notice shall be deemed received three business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address

and the date upon which it shall become effective.

20.7. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

20.8. Amendments. No amendment, modification, or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized representative of each party by hand in ink.

20.9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its provisions governing conflicts of Law. Company and Client hereby consent to the exclusive jurisdiction of state courts of the State of Delaware in connection with any Dispute based on, arising out of, or in connection with this Agreement or any Order, to the extent that any such Dispute is for any reason not resolved pursuant to Section 21.

20.10. Independent Contractors. In making and performing under this Agreement, the parties are acting and will act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect.

20.11. Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

20.12. Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, each party has been, or has had the opportunity to be, represented by legal counsel. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party, or any attorney or representative for that party, drafted this Agreement or participated in the drafting of this Agreement.

20.13. Remedies Cumulative. Except as expressly set out in this Agreement otherwise, no right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy unless otherwise specified herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, unless otherwise specified herein, whether now or hereafter existing.

20.14. Severability. Any provision of this Agreement determined to be invalid or unenforceable by a competent tribunal shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

20.15. US Government Rights. The Licensed Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Client is the US Government or any contractor therefor, Client shall receive only those rights with respect to the Licensed Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

20.16. Export Regulation. The Licensed Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export or release the Licensed Software or Documentation to, or make the Licensed Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Client shall not install the Licensed Software outside of the United States and at all times shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software or Documentation available outside the US. Client shall indemnify and hold Company harmless for any claims, losses, damages, or expenses, including attorney and other legal fees, incurred by Company that arise from or are related to any breach of this Section.

20.17. Waivers. A waiver by either party of a breach or violation of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of this Agreement.

20.18. Counterparts. This Agreement and any Order hereunder may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when any two or more counterparts thereof, individually or taken together, bear the signatures of both parties hereto.

20.19. Incorporation. The terms of the Company's privacy policy and other policies are incorporated herein and shall be provided to Client upon request or can be located at Company's website. To the extent any such policy provision conflicts with the terms hereof, this Agreement shall govern.

21. **Dispute Resolution**

21.1. Mediation. Except as set forth below, all disputes, claims, or controversy of any nature arising out of

or in any manner relating to this Agreement (including, without limitation, disputes initiated by or relating to either Party's affiliates, or any of their respective officers, directors, partners, members, employees or agents) or any Order, and any disputes concerning the validity, enforceability or applicability of this Agreement or any Order to any particular dispute or claim ("Disputes"), will be submitted exclusively first to good faith negotiations between the Parties' respective senior executives for a period of thirty (30) days. In the event a Dispute has not been resolved, after good faith negotiations, the dispute shall first be submitted to mandatory mediation and, if unsuccessful, to mandatory binding arbitration.

21.2. Arbitration. Any Dispute between the parties arising out of or in connection with this Agreement or any Order or their interpretation, performance, termination or alleged breach, shall, at the request of either party, be submitted to binding arbitration in Delaware, and finally resolved in accordance with the rules of arbitration of the Revised Code of Delaware as provided in the Delaware Rapid Arbitration Act, Title 10, Chapter 58, except as otherwise provided in this Section. The disputes will be submitted for binding arbitration to a mutually-agreeable arbitrator for arbitration within forty-five (45) days of a written request for arbitration submitted by either party. If the parties are unable to agree upon a mutually acceptable single arbitrator, the arbitration shall then be conducted by a panel consisting of three arbitrators. Each of the parties shall have the right to designate one arbitrator each, and the two arbitrators so designated shall, within a period of ten (10) days from the date of their selection, designate in writing the third arbitrator, who shall act as chairperson of the board of arbitration so formed. If within ten (10) days the two named arbitrators fail to agree upon the third, then at the request of either party, the third arbitrator shall be selected under the rules of the Delaware Rapid Arbitration Act. Any issue concerning whether or the extent to which any dispute is subject to this arbitration provision, including issues relating to the validity or enforceability of these arbitration provisions or the applicability of any defense, shall be decided by the arbitrators. In the event this provision is found to be ambiguous concerning its intended scope, the ambiguity shall be resolved in favor of arbitration. The arbitrator has the authority to issue subpoenas. The arbitrator's decision shall be final, binding, and non-appealable and judgement may be entered thereon. Notwithstanding any provision to the contrary contained under Delaware law, the substantially prevailing party shall be entitled to recover the costs of arbitration, including, without limitation, reasonable attorneys' fees, costs, expenses, audit or accounting expenses incurred in the arbitration process.

21.3. Enforcement. Either Party may seek and obtain from a court any injunctive or equitable relief necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of mediation or arbitration. Either Party may bring an action in court to enforce an arbitration award. The Parties expressly waive any right to a trial by jury on all Disputes related to this Agreement or any Order.

21.4. Confidential Information and Dispute Resolution. The resolution of disputes between the Parties likely would involve Confidential Information. It is therefore necessary to resolve such disputes in a non-public forum and/or with the greatest possible confidentiality if in a public forum. Accordingly, the Parties agree that all information regarding any mediation or arbitration proceedings, including any settlement or arbitration award, will constitute Confidential Information.

TRANSIT TECHNOLOGIES, LLC
ORDER

This Order sets forth the terms and conditions governing the provision of Licensed Software and/or SaaS Services by the Company, through its affiliate, Transit Workforce Management, LLC (formerly known as Bytecurve Holdings LLC or busHive, Inc.). All Capitalized terms used, but not defined herein, shall have the meanings ascribed thereto in the Company Master Agreement Standard Terms and Conditions (the "**Master Agreement**").

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. **EFFECTIVE DATE AND TERM.** This Order shall be effective as of the date of last signature set forth below (the "**Order Effective Date**") and shall continue in effect until its expiration or termination as set forth in **Exhibit A** or otherwise in the Master Agreement.

2. **LICENSED SOFTWARE AND SAAS SERVICES**. The Licensed Software and SaaS Services to be licensed, accessed and or used by Client pursuant to the terms and conditions of this Order are set forth in **Exhibit A** hereto.

3. **FEES AND PAYMENT TERMS.** Notwithstanding anything to the contrary stated in the Master Agreement, as consideration for the Company's provision of the Services, Client shall pay the Fees in the amounts and according to the payment as set forth in **Exhibit A** hereto.

4. **LIMITATION OF LIABILITY.** In addition to, and not as substitution for or limitation of, any other limitation of liability set forth in the Master Agreement, IN NO EVENT WILL THE COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS ORDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CLIENT'S DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (b) CLIENT'S LOSS OF GOODWILL OR REPUTATION; OR (c) CLIENT'S USE OR INABILITY TO USE THE LICENSED SOFTWARE OR SAAS SERVICES (INCLUDING AS A RESULT OF INTERRUPTIONS IN CLIENT'S INTERNET ACCESS) OR LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY CLIENT DATA, IN EACH CASE REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

5. **FORCE MAJEURE.** In addition to, and not as a substitution for, or limitation of, any other force majeure provisions set forth in the Master Agreement, the Company shall not be liable for any failure or delay in performance of its obligations under this Order to the extent such failure or delay is caused by interruptions in Client's internet connections and/or hosting services.

6. **ORDER OF PRECEDENCE.** The terms and conditions of the Master Agreement are hereby incorporated by reference into this Order as if fully set forth herein. In the event of any conflict between the terms of this Order, including any amendments and exhibits hereto, and the Master Agreement, the following order of precedence shall apply in descending order: (a) this Order, including any amendments and exhibits hereto, followed by (b) the Master Agreement.

7. **COUNTERPARTS.** This Order may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, delivered by means of fax; .pdf, .tif, .gif, .jpeg or similar attachment to email; or in any manner complying with U.S. Federal ESIGN Act of 2000, as amended, or similar provisions of Delaware law (such as digital signatures provided by DocuSign) shall be treated in all manner and respects and have the same binding effect as an original executed counterpart.

IN WITNESS WHEREOF, the undersigned parties have executed this Order effective as of the Order Effective Date.

The Company	**Client**
Transit Technologies, LLC	Minooka CHSD 111
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title:_____

EXHIBIT A

Bytecurve Software Services

SERVICES

I. Licensed Software Services: Subject to and conditioned on Client's payment of the Fees set forth in Section VI below and compliance with the terms and conditions of the Order and Master Agreement, Client shall have access and use of the Licensed Software Services, which shall include the indicated application modules set forth below. For the avoidance of doubt, access and use of the Licensed Software Services is strictly limited to Client's internal use by its Authorized Users.

Subscribed Bytecurve 360 (B360) Modules
☒Scheduling and Dispatch
☒Payroll and Time and Attendance
☐Parent App
☐DriveOn Premium
☐Billing Module

II. Professional Services:

a. Initial Setup Services: The Company shall, with cooperation of Client, provide the following Initial Setup Services to enable Client to begin accessing and using the Licensed Software Services:

Bytecurve (B360) Initial Setup Services
Provision of necessary passwords and network links and connections
Loading the following Client information in the Bytecurve 360 application: 1. Location information 2. Schools and yard information 3. Runs, routes and schedules 4. Driver and vehicle information
Payroll setup (i.e., rates, guarantees and additional file creation to be used in Client's payroll software) – only if Client subscribes for access to the Payroll and Time and Attendance module

b. Included Integration Services: The Company shall, with the cooperation of Client and Client's third-party service providers, provide the following Included integration Services to enable Client to begin accessing and using the Licensed Software Services:

Bytecurve (B360) Included Integration Services
Unless it is impracticable due to B360 system constraints, the Company shall integrate B360 with Client's routing software, GPS software and/or payroll software as of the Order Effective Date, but only to the extent the B360 system has existing integration capabilities as of the Order Effective Date with such third-party service provider. Other integrations shall be as negotiated between the Company and Client and may be subject to Additional Fees as set forth in Section VII.

c. Other Included Professional Services: The Company shall provide the following additional Included Professional Services:

Bytecurve (B360) Other Professional Services
Hosting of application and all Client Data – Internet access needed
Provision of future updates and enhancements to the modules
Automated daily backup of Client Data

III. Training and Support Services: The following virtual training and help-desk support shall be provided at no additional cost.

a. Virtual Training: 3 sessions of online training (2 hours each)

b. Help-Desk Support: The Company shall provide help-desk support services as follows:

i. Client shall be able to contact Provider via:

1. Dedicated toll-free phone number: (855) 298-7272

2. Support email address: support@bytecurve.com

ii. Standard support hours will be: 6:00 AM - 6:00 PM (CST)

iii. Support desk shall be able to help Client with:

1. Providing technical and operational assistance in response to specific questions related to the Licensed Software and Hosted Services.

2. Remedying any programming issues attributable to the Licensed Software that significantly hinders Client's appropriate use of the Licensed Software.

c. Response Times: In the event the Company's support personnel are not immediately available during normal hours of operation, the Company will use commercially reasonable efforts to respond to Client's requests for support within the timeframes set forth below[1]:

Severity level	Description	Target Response Time	Target Resolution
Critical	Situation impeding all Client's locations from: 1. Accessing the Bytecurve 360 application. 2. Processing payroll of drivers in a timely manner	< 30 Minutes	Within 24 hours
High	Situation impeding one or more locations from: 1. Accessing the Bytecurve 360 application. 2. Processing payroll of drivers in timely manner	< 3 Hours	Within 48 hours
Medium	1. Situation involving non-critical functions not working as expected (e.g., GPS integration / certain screens / reports) 2. Data setup issues	< 1 Business Day	Within 4 business days
Low	Requests for new reports, nice to have enhancements and other low priority bugs	< 2 Business days	N/A

TERM & PAYMENT TERMS

IV. Term. Notwithstanding anything to the contrary stated in the Master Agreement, the "Initial Term" of this Order shall begin on the Order Effective Date and, unless terminated earlier pursuant to the termination provisions set forth in the Master Agreement, will continue in effect for thirty-six months following the Billing Date (defined below). Following the Initial Term, this Order shall automatically renew for up to 3 additional 1-year terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless Client provides written notice of non-renewal at least 90 days prior to the expiration of the Initial Term or Renewal Term (as applicable).

[1] In the event the Company is unable to resolve the reported issue within the target timeframe, the Company will provide regular updates to Client.

V. Payment Terms.

a. Unless otherwise set forth below in Section VI, the Recurring Fees set forth below shall begin accruing on the date upon which the Client locations are set up in, and users have access to, the Bytecurve 360 system (the "Billing Date").

b. Annually

c. $14/bus/month – based on 100 bus count

d. One time fees - Implementation - $4,500 and Clocks (2) $950/each = $1,800

FEES

VI. Fees: In consideration for Client's access and use of the Licensed Software Services, the following Fees shall apply:

a. Initial Setup Fees and Included Integration Services Fees. Client shall pay a one-time Fee for the Initial Setup Services and Included Integration Services set forth in Section II(a) and (b) above of $4,500.00, which shall be payable upon completion of such services.

b. Recurring Fees: In consideration of Client's access and use of the Licensed Software Services and SaaS Services, Client shall pay the Recurring Fees set forth below.

Bytecurve (B360) Recurring Fees[2]		
Year 1	**Year 2**	**Year 3**
$23,100	$16,800	$16,800

c. Recurring Fee Increases. Following the first anniversary of the Billing Date, Recurring Fees may be increased in the Company's sole discretion; provided that no increase in Recurring Fees in effect for any 12-month period shall exceed the greater of: (1) 5% of the Recurring Fees effective during the immediately preceding 12-month period; or (2) an amount equal to the percentage by which the then most-recently published Consumer Price Index (CPI) exceeds the CPI published in the same month of the preceding calendar year, it being understood and agreed that if the CPI is no longer published, the Company and Client will negotiate in good faith to select a new index that best reflects and accounts for cost changes relevant to the Company's business.

[2] Minimum Bus Count. B360 Recurring Fees are derived based on the assumption of a minimum bus count operational on the Billing Date of 100 ("**minimum bus count**"). In the event there is a decrease in the minimum bus count after the Billing Date, the B360 Recurring Fees are subject to upward adjustment. There is no limit on the number of Authorized Users with access to the Bytecurve (B360) Modules.

VII. Additional Fees: The following Services shall be subject to additional Fees.

a. Custom Integration Services: Fees for any integration services falling outside the parameters of the Included Integration Services described above shall be as negotiated between the Company and Client.

b. On-Site Training Fees. Any on-site training will be billed at $800/per day/per trainer. Travels costs are not included and will be billed on an actual cost basis or as otherwise agreed to by the Company and Client.

c. Routing API Fee (if applicable). Some routing providers charge a fee for direct API access into secondary systems. To the extent a routing provider charges the Company directly for any such fees, Client will be invoiced therefor.

VIII. Driver Time Clocks: The Company will supply Driver Time Clocks at Client's request as follows:

a. Client will have the option to purchase one of the following Driver Time Clocks through the Company:

i. Samsung Galaxy Tab A9+ Tablet 11" 64GB Android Tablet

ii. Ram Mount Kit

iii. The Company will offer alternative options if the suggested Driver Time Clock model is not available or discontinued, or if there is an increase in pricing by the manufacturer.

b. Driver Time Clocks (excluding Scanner) for each location will be purchased either directly by Client or by the Company subject to Client's reimbursement of $950 per Driver Time Clock. For increased performance, the Company recommends 1 Driver Time Clock per Client-location and/or per 50 employee-users.[3]

c. The support or replacement costs for Driver Time Clocks are not included, and any replacement costs will be invoiced as incurred.

[3] Price of Driver Time Clocks may vary if Client selects options other than the recommended models/products.