

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is entered into by and between Beeline Routes (“**CLIENT**”) and the counterparty identified in the Quote (such counterparty, the “**Licensee**”). This Agreement includes and incorporates by reference any quote or invoice provided herewith by CLIENT (such quote or invoice, the “**Quote**”), and constitutes the sole and exclusive agreement between the parties with respect to the subject matter hereof. Without limiting the forgoing, any additional or different terms provided in any purchase order or other document issued by Licensee regarding the subject matter hereof (whether issued prior to or after the date of the Quote) will not become part of this Agreement, are null and void, and will not be binding upon CLIENT. Licensee’s signature on any Quote or the use by Licensee of any Licensed Software constitutes acceptance of this Agreement.

1. Definitions. In this Agreement:

“**Local Software**” means CLIENT’s software known as Beeline Software, including any applicable updates thereto made available to Licensee hereunder.

“**SaaS Software**” means CLIENT’s cloud-based software platform known as Beeline Routes, including any applicable updates thereto made available to Licensee hereunder.

“**Licensed Software**” means collectively the Local Software and SaaS Software.

“**Proprietary Information**” means all information that is disclosed by a party to the other party in connection with this Agreement that is (i) conveyed in written, graphic, machine readable or other tangible form and conspicuously marked “confidential,” “proprietary” or in some other manner to indicate its confidential nature; (ii) conveyed orally, provided that such information is designated as “confidential” or “proprietary” at the time of such oral disclosure or within thirty (30) days after the date of oral disclosure; (iii) the Licensed Software; (iv) a party’s business and customer information, product plans and product and technology roadmaps, whether or not marked “proprietary” or “confidential”; and (v) any information, data or know-how derived from the items in (i)-(iv). Notwithstanding the above, information shall not be deemed Proprietary Information if it: (a) is or becomes generally known to the public through no unlawful act of the receiving party; (b) was known to the receiving party at the time of disclosure, as evidenced by the receiving party’s written records, and not subject to other restrictions on its disclosure; (c) is disclosed with the prior written approval of the disclosing party; (d) was independently developed by the receiving party without any use of, or reference to, the Proprietary Information of the disclosing party; or (e) becomes known to the receiving party from a source other than the disclosing party without

breach of this Agreement and otherwise not in violation of the disclosing party’s rights.

2. Limited Licenses.

2.1 Local Software. CLIENT hereby grants to Licensee, subject to the terms and on the conditions of this Agreement, including Section 2.3 hereof, a limited, non-transferable, non-sublicensable and non-exclusive license, solely for the term of this Agreement, to: (i) install, execute, and use the Local Software, in object code form only; and (ii) make a reasonable number of reproductions of the Local Software solely to the extent necessary to exercise Licensee’s rights pursuant to Section 2.1(i) hereof. End users and/or purchasers of Local Software may also be subject to additional terms and conditions of CLIENT’s applicable click-through end user license agreement(s), incorporated herein by reference and made available to such end users and/or purchasers.

2.2 SaaS Software. CLIENT hereby grants to Licensee, subject to the terms and on the conditions of this Agreement, a limited, non-transferable, non-sublicensable, and non-exclusive right, solely for the term of this Agreement, to access and use the SaaS Software (solely as hosted and made available by CLIENT on a “cloud” basis). For clarity, no copy of the SaaS Software is or will be made available to Licensee or any third party pursuant to this Section 2.2. Users of the SaaS Software may also be subject to additional terms and conditions of CLIENT’s applicable click-through end user license agreement(s), incorporated herein by reference and made available to users of the SaaS Software.

2.3 Number of Licenses. Unless otherwise set forth in the Quote, Licensee acknowledges and agrees that the Local Software is licensed on a per vehicle basis, and that no right or license of any kind is granted to Licensee to install, execute, or otherwise use more instances of the Local Software than have been expressly set forth in the Quote.

2.4 Open Source Software. Licensee acknowledges that the Licensed Software may include open source software, details and licenses of which may be included in a “readme” or like file provided to Licensee in connection with the Licensed Software. If and solely to the extent a software component included with or in the Licensed Software is licensed under an open source software license that is incompatible with the terms and conditions of this Agreement, the terms and conditions of such open source software license will take priority over this Agreement solely with respect to such incompatibility and solely with respect to Licensee’s use of such software component. For clarity, nothing in this Section 2.4 will (i) broaden CLIENT’s representations or warranties or indemnification obligations to Licensee; (ii) waive, limit, or disclaim any limitations of liability of CLIENT set forth in this Agreement; or (iii) amend the scope of any license granted to Licensee with respect to any proprietary portions of the Licensed Software.

2.5 Updates; Support. So long as Licensee has not breached this Agreement CLIENT agrees, solely during the term of this Agreement, to: (i) make available to Licensee during the term of this Agreement those updates to the Licensed Software that CLIENT makes generally commercially available to its other licensees, and (ii) use commercially reasonable efforts to respond to Licensee requests for support with respect to the Licensed Software, provided that, for clarity, CLIENT has no obligation under this Agreement to provide any service or support to Licensee’s customers or any end users or to provide any support outside of CLIENT’s regular business hours.

3. Restrictions.

3.1 Licensed Software. Licensee acknowledges that the Licensed Software contains valuable trade secrets of CLIENT and its licensors and suppliers and constitutes the Proprietary Information of CLIENT. Accordingly, and except as may be permitted under Section 2.4, Licensee agrees that it may not: (i) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (ii) create Internet “links” to the SaaS Software or “mirror” any data, information, content, or other material of CLIENT that is provided to it through the use of the SaaS Software; (iii) build a product or service using similar ideas, features, functions, or graphics of the Licensed Software; (iv) except as expressly provided in Section 2, sublicense, resell, rent, lease, transfer or assign Licensed Software or its use, or offer the Licensed Software on a time share

basis to any third party; (v) reverse engineer, decompile, decode, or disassemble the Licensed Software; or (vi) otherwise attempt to derive the source code for the Licensed Software or attempt to gain access to any underlying code used to implement or deploy the Licensed Software. For clarity, Licensee receives no right or license to any source code to the Licensed Software hereunder.

4. Ownership.

4.1 Licensed Software. Subject to the licenses expressly granted to Licensee hereunder, all right, title and interest in and to the Licensed Software and any intellectual property rights therein are and shall be owned solely and exclusively by CLIENT.

4.2 Usage Data. CLIENT may monitor the usage of the Licensed Software and may collect and/or generate data and information relating to Licensee’s and any end user’s use of the Licensed Software (“**Usage Data**”). All Usage Data will be owned by CLIENT and may be used for any lawful purpose. CLIENT may provide notices, alerts, or other messages to Licensee or end users based on the Usage Data.

4.3 Feedback. To the extent Licensee, its employees, or any end users of the Licensed Software provide CLIENT with any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Software, or CLIENT otherwise conceives of or creates any ideas, enhancements, improvements, or modifications to the Licensed Software (collectively, “**Feedback and Improvements**”), CLIENT will be free to use, disclose, commercialize, license, and exploit such Feedback and Improvements without any restriction. Feedback and Improvements may also be used to improve the Licensed Software for other customers of CLIENT.

5. Proprietary Information.

5.1 Nondisclosure or Use. Each party agrees that it shall not disclose any Proprietary Information of the other party to anyone without the written consent of the other party, except that each party may: (i) use the Proprietary Information of the other party to, but only to, carry out the activities permitted hereunder; and (ii) disclose the Proprietary Information of the disclosing party to the receiving party’s employees, contractors, consultants, and agents who have a need to know such Proprietary Information in order to exercise the rights and fulfill

the obligations of the receiving party and who are bound by a written confidentiality agreement with confidentiality provisions no less stringent than those contained in this Agreement. The standard of care to be exercised by the receiving party to meet the obligations in this Section 5 shall be the standard exercised by the receiving party with respect to its own confidential or proprietary information of a similar nature, but in no event less than reasonable care.

5.2 Permitted Disclosures. The receiving party may disclose Proprietary Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides, without delay, to the disclosing party written notice of such disclosure requirement, and cooperates with the disclosing party if the disclosing party seeks to limit or oppose such disclosure.

5.3 Ownership and Return of Proprietary Information. All Proprietary Information of a disclosing party shall remain the sole property of such disclosing party. Upon the termination of this Agreement, or at any time upon written request of the disclosing party, the receiving party shall return the disclosing party's Proprietary Information and not keep any copies thereof.

6. Payment Terms.

6.1 Software License Fees. Licensee will pay CLIENT the license fees set forth in the Quote (the "**License Fees**") at the time and in the manner set forth in the Quote. Licensee will have no right to setoff any amounts due under this Agreement and all payments are non-refundable. All payments are further subject to any additional terms and conditions set forth in the Quote. All License Fees are the Proprietary Information of CLIENT.

6.2 Taxes. All License Fees exclude any sales, use, excise, import, export, value added, universal service charge, withholding or other similar taxes or governmental charges, including any related penalties and interests however designated, other than taxes based on the net income of CLIENT (collectively "**Taxes**"), and Licensee agrees to pay any Taxes imposed under this Agreement.

6.3 Late Payments. In the event Licensee fails to make any payments when due under this Agreement, Licensee may be charged a late fee on any amount that is not paid when due at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever

is lower, calculated from the due date until the date paid. CLIENT may further suspend any or all access to the SaaS Software until all amounts due and late fees are paid in full.

7. Disclaimer. By its nature, the Licensed Software may contain errors, bugs, and other problems that could cause system failure. In addition, the Licensed Software may not have any documentation, and any documentation in existence may be inaccurate or incomplete. EXCEPT AS SET FORTH HEREIN, CLIENT PROVIDES THE LICENSED SOFTWARE AND ANY RELATED DOCUMENTATION TO LICENSEE ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, AND CLIENT MAKES NO WARRANTY REGARDING THE LICENSED SOFTWARE, ANY RELATED DOCUMENTATION, OR THE USE OR OPERATION OF THE LICENSED SOFTWARE, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, AND NON-INFRINGEMENT. LICENSEE MAKES NO WARRANTY REGARDING ANY FEEDBACK PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE.

8. Indemnification: Consequential Damages Waiver: Limitation of Liability.

8.1 Indemnification by CLIENT. CLIENT will indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and contractors ("**Licensee Indemnified Entities**") from and against any and all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys' fees) to the extent resulting from any claim or suit asserted by a third party against a Licensee Indemnified Entity that the Licensed Software, as and in the form provided by CLIENT, infringes such third party's intellectual property rights; provided, however, that CLIENT shall have no obligations under this Section 8.1 if and to the extent any such claim or suit, or any resulting liabilities, losses, damages, costs, or other expenses, are based on: (i) CLIENT's compliance with any explicit instructions or specifications provided by Licensee; (ii) the modification of the Licensed Software by anyone other than CLIENT; (iii) the combination of the Licensed Software with any product, software, or service not provided by CLIENT; (iv) a Licensee

Indemnified Entity's continued use of the Licensed Software after CLIENT has provided the Licensee Indemnified Entity with a new version or update to such Licensed Software that no longer infringes; (v) a Licensee Indemnified Entity's misuse of the Licensed Software (including any use outside of the express scope of the licenses granted hereunder); (vi) software applications of Licensee (each of (i)-(vi) hereof, an "**Excluded Claim**"); or (vii) any open source software used or incorporated into the Licensed Software. CLIENT's obligations under this Section 8.1 are conditioned on: (a) Licensee promptly notifying CLIENT in writing of the applicable; (b) CLIENT being granted sole control of the defense and/or settlement thereof; and (c) the Licensee Indemnified Entity furnishing to CLIENT, on request, all relevant information available to such Licensee Indemnified Entity and reasonable cooperation for such defense. The obligations provided in this Section 8.1 shall be the sole obligation of CLIENT and the exclusive remedy of the Licensee Indemnified Entities with respect to any infringement claims based on the Licensed Software. If CLIENT believes that a Licensee Indemnified Entity is, or may become, prohibited from continued use of any Licensed Software by reason of an actual or anticipated infringement claim or suit then, at CLIENT's option, CLIENT will use its reasonable efforts to: (1) obtain for such Licensee Indemnified Entity the right to continue to use the Licensed Software as permitted hereunder; or (2) replace or modify the Licensed Software so that it is no longer subject to such claim or suit. If the options described in clauses (1) and (2) above are not reasonably available to CLIENT then CLIENT has the right not to provide any portion of the Licensed Software that is the subject matter of the claim or suit and the Licensee Indemnified Entity's license to such Licensed Software will immediately terminate.

8.2 Indemnification by Licensee. Licensee will indemnify, defend, and hold harmless CLIENT and its officers, directors, employees, and contractors from and against any and all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys' fees) resulting from any claim or suit arising out of or related to (i) Licensee's breach of this Agreement; (ii) any use (except to the extent CLIENT is obligated to indemnify Licensee as provided in Section 8.1), or misuse of the Licensed Software by any Licensee Indemnified Entity or any of their end users of the Licensed Software; or (iii) any Excluded Claim.

8.3 Consequential Damages Waiver.
EXCEPT WITH RESPECT TO THE

OBLIGATIONS SET FORTH IN SECTION 5 AND SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER INCURRED, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE BY THE OTHER PARTY.

8.4 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY CONTRACT YEAR EXCEED THE LICENSE FEES ACTUALLY PAID TO CLIENT DURING THE IMMEDIATELY PRIOR CONTRACT YEAR.

9. Term and Termination.

9.1 Term. The term of this Agreement shall commence on the date of the initial delivery or provision of the Licensed Software to Licensee and shall continue for the term set forth in the Quote (and may be extended by written mutual agreement), unless earlier terminated as set forth below.

9.2 Termination. This Agreement may be terminated by either party immediately upon written notice to the other party if the other Party materially breaches this Agreement which breach remains uncured within thirty (30) days after written notice of such breach is given by the aggrieved party to the breaching party. Upon the expiration or termination of this Agreement for any reason: (i) the licenses granted pursuant to Section 2 shall simultaneously terminate; (ii) Licensee and all end users and customers thereof shall immediately cease all use of the Licensed Software; (iii) each party shall return the Proprietary Information of the other party (and not keep any copies of the other party's Proprietary Information) in accordance with Section 5.3; and (iv) Sections 1, 3, 4, 5.3, 6, 7, 8, 9.2, and 10 (other than Section 10.10) shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the termination or expiration of this

Agreement will not relieve either party of any liability or obligation that accrued prior to such termination or expiration. In addition, if this Agreement is terminated by CLIENT due to Licensee's uncured material breach then Licensee will immediately pay to CLIENT any and all amounts that would have been owed or otherwise payable to CLIENT during the term of the Agreement had it not been terminated early.

10. General.

10.1 Relationship. The parties are each independent contractors, and neither party shall be, nor represent itself to be, the franchiser, joint venturer, franchisee, partner, broker, employee, servant, agent, or legal representative, of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or bind the other party in any manner whatsoever.

10.2 Amendment; Waiver. This Agreement may not be modified, amended or supplemented, except by a signed writing of all parties hereto. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single exercise, any single failure to exercise, or a partial exercise of a right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any right, power or privilege hereunder shall be valid unless made in writing and signed by the waiving party.

10.3 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement or the application of such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

10.4 Notice. Any notice required or permitted to be given by either party under this Agreement shall be in writing, and shall be personally delivered, sent by a facsimile transmission, sent by certified or registered mail, or sent by a nation-wide courier service, to the other party at its address set forth in this Agreement, or such new address as may from time to time be supplied by the parties hereto in accordance with this Section 10.4. If personally delivered, notices will be deemed delivered and effective on the date of

personal delivery. If sent by facsimile machine, then notices will be deemed delivered and effective upon the date of confirmation of receipt by answer-back from the recipient. If delivered by a nation-wide courier service, then notices will be deemed delivered and effective on the date of receipt.

10.5 Captions and Headings. All captions and headings are for reference only and shall not be considered in interpreting or construing this Agreement.

10.6 Assignment; Subcontracting. This Agreement may not be assigned or delegated by Licensee without the prior written approval of CLIENT. CLIENT may freely assign this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. CLIENT may subcontract any or all of its obligations under this Agreement without Licensee's consent, provided that CLIENT will remain responsible for such subcontractor's performance hereunder.

10.7 Injunctive Relief. The parties acknowledge that any breach of any of the provisions of this Agreement may cause irreparable harm and significant injury to CLIENT, the extent of which may be extremely difficult to ascertain. Accordingly, Licensee agrees that CLIENT will have, in addition to any other rights or remedies it may have available at law or in equity, the right to seek injunctive relief, without posting bond, to enjoin any breach or violation of such provisions.

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without reference to conflicts of law principles. The application of the United Nations Convention on the International Sale of Goods is specifically disclaimed. Any dispute or controversy arising from or relating to this Agreement must be arbitrated in Santa Clara County, California before a single arbitrator who is jointly selected and mutually approved by the parties or, if the parties are unable to or fail to agree on the selection of the arbitrator within fifteen (15) days of the demand for arbitration being served, who is appointed by Judicial Arbitration and Mediation Services (JAMS) in accordance with its rules. The arbitrator shall serve as a neutral, independent and impartial arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the expedited procedures in

those rules), or, if applicable, in accordance with the JAMS International Arbitration Rules. The results of the arbitration procedure will be considered the Proprietary Information of both parties. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the above, neither party will be required to arbitrate a dispute relating to the misuse or misappropriation or any Proprietary Information or the infringement of intellectual property rights, which dispute shall be brought in the federal and state courts in Santa Clara County, California, and each party hereby consents to the jurisdiction and venue of such courts for such disputes. The parties agree that any and all process directly to any of them in any such litigation may be served outside the State of California with the same force and effect as if the service had been made within the State of California and that service of process may be effected in accordance with Section 10.4 hereof.

10.9 Force Majeure. CLIENT shall not be in default by reason of any failure in performance of its obligations if such failure arises out of causes beyond the control (whether caused directly or

indirectly) of CLIENT. Such causes may include, but are not restricted to: Acts of God or of the public enemy; acts of government (including specifically but not exclusively any orders, rules, or regulations issued by any official or agency of any such government) in either its sovereign or contractual capacity; riots; fires; earthquake; floods; epidemics; quarantine restrictions; embargoes; strikes; labor difficulties; delays or interruptions in performance by suppliers or subcontractors; unusually severe weather; shortages in labor, fuel, materials and supplies; internet connectivity problems; hacking of any facilities, resources, or infrastructure (whether of CLIENT or any third party service provider thereof); or any combination thereof.

10.10 Marketing, Demo, and Co-marketing. CLIENT may use Licensee's name, logo, and trademarks, in printed, audio, and digital formats and on CLIENT's websites, for the purpose of advertising and marketing the Licensed Software, provided that no quotes or other attributions will be made to Licensee without Licensee's prior written consent. Licensee and CLIENT may publicly refer to the other party as a licensor and a customer, respectively.