1.	Definitions: Capitalized terms not elsewhere defined herein shall have the following definitions:

1.1	"Customer Content" shall mean all video, audio, proprietary workflows and other content or materials provided by Customer to LogistiVIEW, captured via the Devices and Device Application or generated by or processed through the Solution.

1.2	"Customer Site(s)" shall mean those Customer facilities and worksites at which the Devices may be used and the Solution employed by Customer. Unless otherwise agreed by LogistiVIEW, Customer shall only use the Devices or Solution at facilities or worksites owned or operated by Customer.

1.3	"Device Application" shall mean the Device application software to enable the Device(s) to communicate with the Platform Software in connection with the Solution.

1.4	"Device(s)" shall mean any mobile computing device(s) described in the Documentation, which interface with the Device Application to allow businesses to monitor material and/or personnel and manage workflows in real-time;

1.5	"Documentation" shall mean LogistiVIEW's user manuals, guidelines, specifications and other instructions for use of the Solution, as may be provided to Customer, including as posted on the LogistiVIEW website(s), and modified by LogistiVIEW from time to time during the Term. LogistiVIEW's most recent versions of the Documentation shall be available on the LogistiVIEW website at https://support.logistiview.com.

1.6	"Platform Software" shall mean the server-side software, including the configurable workflows available on the Platform Software. The Platform Software is provided on a SAAS basis and may be hosted by LogistiVIEW or hosted by Customer, as set forth on Order. The Device Application and Platform Software are referred to herein as the "Software".

1.7	"LogistiVIEW Cloud" shall mean the server, networking, and other computing equipment in datacenters operated by LogistiVIEW which provide access to the Platform Software through the internet.

1.8	"Order" shall mean the Initial Order Form and any subsequent order forms entered into between the parties for additional Devices or Solution licenses.

1.9	"SOW" shall mean a Statement of Work under the applicable Order and which describes the setup and configuration or other services to be provided by LogistiVIEW to Customer in connection with the Solution.

1.10	"Support and Maintenance" shall mean the support and maintenance services set forth on Exhibit C.

2.	Subscription. Subject to the terms of this Agreement, including the terms and limitations of an applicable Order and as long as Customer pays all of the Subscription Fees to LogistiVIEW as described hereunder, LogistiVIEW grants Customer a limited, non-exclusive, non-transferable, right and license to access and use the Software in connection with the Solution during the applicable Subscription Term.

2.1	Access. LogistiVIEW will provide to Customer any license keys, user name(s) and/or password(s) ("Passwords") necessary for Customer to access the Software for use in connection with the Solution. Customer is responsible for safeguarding all such Passwords and agrees to promptly notify LogistiVIEW of any unauthorized disclosure or use of the user name(s) or password(s) provided to Customer. LogistiVIEW shall not be liable for any loss or damage arising from any unauthorized use of the Software under any of Customer's Passwords.

2.2	Limitations on Use. Customer may use the Solution solely for Customer's own internal business purposes. Customer may provide access and use of the Devices and Solution solely to Customer's employees and onsite contractors for use of the Devices and Solution for its intended purpose and for performance of work for Customer. Customer may not sublicense any of its rights hereunder or use the Devices or Solution to provide services to others. Except as permitted in this Agreement or an Order, Customer will not copy, modify, distribute, transfer, rent, or unbundle the Solution or Software. Customer will not reverse engineer, decompile or disassemble the Software and will not otherwise attempt to gain access to, reconstruct or discover the source code for the Software. Notwithstanding the foregoing, Unless specifically limited in the order form, Customer may reproduce the Platform Software to install it on as many servers as are necessary to support Customer's usage of the Devices and Solution at the purchased device license count and may make one (1) archival copy for backup and disaster recovery purposes only.

2.3	Additional Equipment. Except for the Devices described in Section 3 herein, Customer shall be responsible for providing any hardware, software or equipment necessary to access and use the Solution, including as described in the Documentation.

3.	Devices.

3.1	Delivery; Acceptance. Customer may purchase Devices as set forth on the applicable Order Form. Customer is responsible for inspecting the Devices upon delivery and identifying any defects, damage or other problems

with the Devices within ten (10) business days from delivery. If no defects, damage or other problems are reported within this time period, Customer will be deemed to have accepted the Devices as in good working order.

3.2   Registration of Devices; Support. Devices purchased from LogistiVIEW are being provided to Customer solely to facilitate Customer's use of the Solution and Customer understands that each Device must be registered for use with the Solution by Customer. Unless otherwise agreed in writing by the parties, LogistiVIEW will not support any Device that has not been configured according to the Documentation, and shall not be responsible for repair or replacement of any Devices.

3.3   Ownership; Loss or Damage. Customer shall be responsible for general care and maintenance and operation of the Devices in accordance with the Documentation and any and all loss, theft, damage to or destruction of the Device from any cause not covered by an express warranty contained herein (each occurrence a "Loss"). If the Loss is covered by an express warranty contained herein, Customer will notify LogistiVIEW of a Loss immediately. LogistiVIEW will, at its exclusive option, repair or replace the Device that is subject to a Loss and Customer agrees to pay all costs associated with such repair or replacement.   Customer acknowledges and agrees that any Loss will not modify its obligation to make all payments required under this Agreement throughout the remaining Term.

4.   Ownership and Restrictions on Use.

4.1   Solution Ownership. Except for the limited license granted herein, LogistiVIEW shall retain all rights, title and interest in and to the Software and Solution, including all intellectual property rights therein (including, without limitation, rights in trademarks, patents, copyrights, and trade secrets applicable thereto). LogistiVIEW hereby reserves all rights in and to the Software and Solution not expressly granted herein. All intellectual property rights in and to the Devices shall be the exclusive property of LogistiVIEW and/or its third-party vendors.

4.2   Restrictions. Except as expressly provided herein, no other right to access or use the Software, Devices or Solution is granted under this Agreement, and Customer shall not attempt to access or use the Software, Devices or Solution other than as provided herein and for the intended purpose of the Solution. Customer shall not provide access to the Devices, Software or Solution to any third party except subcontracted suppliers working for Customer unless expressly authorized by LogistiVIEW. Customer acknowledges and agrees that except as expressly provided herein, all rights in and to the Software and Solution (and its related information) belong exclusively to LogistiVIEW, and Customer shall not at any time do, or omit, or suffer to be done or omitted, any act or thing which may impair LogistiVIEW's rights in and to the Software or Solution. Customer specifically agrees that Customer shall not use, or permit to be used, the Software, Devices, Solution, or LogistiVIEW's Confidential Information (as defined herein), for any purpose other than use of the Solution as permitted

herein, including without limitation, to reverse engineer, disassemble, decompile, or design around the Software or Solution, or any intellectual property rights of LogistiVIEW.

4.3   Customer Content. If the Solution is being provided in LogistiVIEW Cloud, Customer hereby grants to LogistiVIEW a limited, non-exclusive, royalty-free license to use, store, maintain reproduce, process, distribute and display the Customer Content solely for the purpose of providing the Solution to Customer and in connection with LogistiVIEW's performance of its obligations under this Agreement. Customer acknowledges and agrees that Customer Content shall be maintained as part of the Solution for a limited period of time and subject to the storage and other capacity limitations as set forth in the Order or Documentation.

4.4   Confidential Information. The terms of the Nondisclosure   Agreement   dated _____, are hereby incorporated herein by reference and made a part hereof. If any conflict arises between the terms of the Nondisclosure Agreement and the terms of this Agreement, the terms of this Agreement shall control, except to the extent the Nondisclosure Agreement expressly states this Agreement must be overridden or modified. For the avoidance of doubt, all Software, pricing information, and support information is the Confidential Information of LogistiVIEW.

4.5   Injunctive Relief. Each party acknowledges and agrees that, in the event of a breach or threatened breach of this Section 4, the other party may have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against the other party's breach or threatened breach without having to post bond.

5.   Support; Service Levels; Additional Services.

5.1   Set-Up. LogistiVIEW shall provide the setup and configuration services identified in an Order and/or SOW, if applicable, and Customer agrees to pay the associated Setup and Configuration Fees in accordance with the applicable Order or SOW.

5.2   Support. Subject to Customer's payment of the Subscription Fees set forth on an Order, LogistiVIEW will provide the Support and Maintenance set forth on Exhibit C. Premium Support and Maintenance may be available as set forth on LogistiVIEW's website and in accordance with an Order.

5.3   Other Services. Any other installation, implementation, configuration, training, custom development or other consulting or professional services to be performed by LogistiVIEW will be as set forth in an Order and the applicable SOW.

6.   Fees.

6.1   Fees. All fees for subscription and access to and use of the Solution and the services to be provided

hereunder (collectively, "Fees"), are included on the applicable Order.

6.2   Taxes. All Fees are net to LogistiVIEW and Customer shall pay all taxes, duties or charges of any kind imposed on the Solution and this Agreement, if any (including but not limited to VAT, GST and sales tax), but excluding taxes based solely on LogistiVIEW's income.

6.3   Expenses. Customer agrees to pay all reasonable travel-related expenses, including applicable taxes, incurred by LogistiVIEW in performing the Services. All such taxes and reasonable travel-related expenses, including, without limitation, all transportation, meals, lodging, travel time (at 50% of on-site rate; or, if no on-site rate, then at 50% of standard hourly rate), and all other travel-related expenses. Customer will also pay an administrative fee of 3% per invoice of reimbursable travel-related expenses.

6.4   Increases. LogistiVIEW reserves the right to increase the Fees with prior written notice to Customer provided at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.

6.5   Payment Terms. Customer agrees to pay all Fees in accordance with the terms set forth in an applicable Order.   Unless otherwise stated in an applicable order, LogistiVIEW's invoices for Fees are due and payable Net 30 upon invoice date and invoices for Expenses are due and payable upon receipt of invoice. All Fees shall be quoted and paid in U.S. Dollars. Customer must pay Fees and Expenses by corporate check or electronic bank transfer. LogistiVIEW may charge Customer interest on the outstanding balance of any overdue fees, charges or expenses at a rate equal to 1.5% per month or the highest rate permitted by applicable law, whichever is lower. Customer will reimburse LogistiVIEW for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer. All payment obligations will survive termination or expiration of this Agreement.

7.   Term and Termination.

7.1   Term. This Agreement shall commence upon the Effective Date and continue for the Subscription Term as set forth on the Order, unless earlier terminated in accordance with this Section 7 (the "Initial Term"). As used herein, the Subscription Term and any Renewal Term may be collectively referred to as the "Term".

7.2   Termination.

i)   Customer may terminate this Agreement at the end of the Term by providing written notice no later than 30 days before the end of the Term. If this Agreement is not so terminated, the Renewal Term will automatically commence at the Renewal Term price set forth on the Order. If no Renewal Term is set forth on the Order, the Renewal Term shall be one year and the price shall be the then-current price.

ii)   Either party may terminate this Agreement effective immediately if the other Party materially breaches this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the non-breaching Party identifying the nature of the breach.

7.3   Effect of Termination. Upon expiration or termination of this Agreement or any Order, Customer shall immediately terminate any use of the Solution, and delete the Software from its servers and system. Customer shall have no further right, license or privilege to access or use the Solution or Software; provided, however, that LogistiVIEW will make any Customer Content stored by LogistiVIEW as part of the Solution available for download by Customer for a thirty (30) day period following such expiration or termination, after which it shall delete all such data from its systems. Customer shall not be entitled to any refund of amounts paid prior to termination. Sections 2.2, 3.3, 4, 7.3, 8.4, 8.5, 9 and 10 shall survive the termination of this Agreement.

8.   Warranties; Limit of Liability.

8.1   Limited Warranties.   LogistiVIEW and Customer each represent, warrant and covenant to the other that: (i) it has full power and authority to enter into this Agreement; (ii) the execution and performance by it of its obligations under this Agreement will not constitute a breach of any other agreement or a violation of any ordinance, statute, law, or regulation to which it is a party or by which it is bound; and (iii) as of the Effective Date and until termination or expiration of the Term, it is and will remain in compliance with and abide by any and all statutes, laws, ordinances, rules, and regulations promulgated by any government entity which are applicable to it.

8.2   LogistiVIEW represents, warrants, and covenants to Customer that for a ninety (90) day period following initial configuration of the Software for Customer's use (whether deployed in LogistiVIEW Cloud or Customer-hosted), the Solution will materially conform to its written Documentation. Customer's exclusive remedy for a breach of this warranty shall be to have LogistiVIEW correct, update or modify the Solution to correct the non-conformity. LogistiVIEW further represents, warrants, and covenants that unless damaged by Customer or used other than in accordance with its Documentation, beyond normal wear and tear, the Devices will be free of any material defects in materials and workmanship and capable for use in connection with the Solution for the period of the hardware warranty purchased by Customer, or if no extended warranty has been purchased, twelve (12) months following delivery to Customer. Customer's exclusive remedy for a breach of this warranty shall be to have LogistiVIEW repair or replace any necessary Devices at its own expense.

8.3   Customer represents, warrants and covenants to LogistiVIEW that it will not use the Customer Content or the Solution in any manner that is violative of a third party's privacy or other rights or any applicable law, rule or regulation, including without limitation, workplace, safety or privacy laws,

rules or regulations. Customer further acknowledges and agrees that any modification or configuration by Customer to the Software except as defined in the Documentation will void any warranty herein and LogistiVIEW will not be obligated to provide support for any Software if so modified by Customer.

8.4 <u>WARRANTY DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED ABOVE EACH OF THE SERVICES, SOFTWARE, DEVICES AND SOLUTION IS OFFERED TO CUSTOMER "AS IS" AND WITHOUT ANY WARRANTY, GUARANTY, CONDITION, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY. ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TIMELINESS, CURRENCY, ACCURACY OR OTHER ATTRIBUTES, OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY DISCLAIMED. LOGISTIVIEW DOES NOT WARRANT OR GUARANTEE THAT THE SOLUTION WILL OPERATE WITHOUT ERROR OR INTERRUPTION. CUSTOMER ACKNOWLEDGES THAT LOGISTIVIEW MAKES NO GUARANTEE THAT USE OF THE SOLUTION WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASES IN PRODUCTIVITY, REVENUES OR PROFITS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOLUTION MAY PROVIDE LIMITED VIDEO OF ANY ACTIVITIES AND LOGISTIVIEW SHALL HAVE NO LIABILITY FOR ANY INJURY, THEFT, LOSS OR DAMAGE OCCURING ON CUSTOMER'S SITE, WHETHER OR NOT THE DEVICES AND/OR SOLUTION WAS IMPLEMENTED AT SUCH SITE, OR OTHERWISE RELATING TO USE OF THE SOLUTION.

8.5 <u>NO LIABILITY</u>. EXCEPT AS MAY ARISE FROM A PARTY'S BREACH OF SECTION 4; OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9: (1) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID (OR OTHERWISE DUE AND PAYABLE) BY CUSTOMER TO LOGISTIVIEW UNDER THE APPLICABLE ORDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM; AND (2) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY.

9. <u>Indemnity</u>.

9.1 <u>Indemnification by LogistiVIEW</u>. LogistiVIEW shall indemnify, defend and hold harmless Customer from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim, demand, charge, action, cause of action or other proceeding asserted by any third party against Customer alleging that the Software or Solution (or Customer's authorized use thereof) infringes such third party's U.S. patent, copyright, trademark, trade secret or other intellectual property right (each, an "<u>Infringement Claim</u>"). Without limiting the foregoing, if LogistiVIEW receives notice of an Infringement Claim or reasonably believes an Infringement Claim may occur, LogistiVIEW shall have the right, at its option and sole expense, to obtain for Customer the right to continue to use the Software or Solution or modify or replace the Software or Solution with an alternative, non-infringing solution that performs the same material functionality; provided, however, that if LogistiVIEW determines that neither of the foregoing is practicable, LogistiVIEW may terminate this Agreement or an Order, including any licenses, and refund to Customer any advance payments for services not yet performed or if the Software was licensed on a perpetual basis, as depreciated on a [5-year basis].

9.2 <u>Indemnification by Customer</u>. Customer shall indemnify, defend and hold harmless LogistiVIEW from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim, demand, charge, action, cause of action or other proceeding asserted by any third party against LogistiVIEW resulting from the conduct of Customer's use of the Solution and its conduct of its business while using the Solution, including, without limitation, personal injury actions, wrongful death action, property damage, breach of contract, employee or workplace disputes or privacy violations.

10. <u>Miscellaneous</u>.

10.1 <u>Server Location</u>. If LogistiVIEW is providing the Solution in LogistiVIEW Cloud, Customer acknowledges and agrees that the Solution is delivered and hosted from the United States. Customer acknowledges and agrees that access to and use of the Solution from outside of the United States may be subject to the export laws of the United States as well as the laws and regulations of such other countries.

10.2 <u>GDPR.</u> By signing this Agreement, the Parties confirm they are in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, otherwise known as the General Data Protection Regulation (GDPR). Specifically, both Parties confirm that when gathering personal data of a natural person or persons of the EU as defined in Articles 1 and 4 of the GDPR, they obtain or have obtained, by a clear and affirmative act, a person's or persons' informed and freely given consent, in accordance with Articles 7 and 13, to gather, store, and otherwise process that person's or persons' personal data. Both Parties shall also give said person or persons access to their personal data upon request, as well as delete such personal data when requested. Both Parties shall implement appropriate technical and organizational measures to protect against the risk of intentional

or accidental instruction, loss or alteration, unauthorized access or disclosure, and any other processes that might lead to damage, including any necessary and practicable security measures required in Article 32. Both parties shall also develop, and implement when necessary, a process to notify said person or persons of any breaches of their personal data in accordance with Article 33.

10.3 <u>Entire Agreement</u>. This Agreement, including the Exhibits and applicable Order(s), constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter and may only be amended by a writing executed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

10.4 <u>Governing Law</u>. This Agreement shall be interpreted, construed and governed according to the laws of the State of Delaware, without reference to conflicts of law principles thereof.

10.5 <u>Dispute Resolution</u>. The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that cannot be resolved by good faith negotiations within sixty (60) days of notice of any such dispute shall be finally settled by binding arbitration conducted in the English language in Raleigh, NC (USA), under the commercial arbitration rules of the American Arbitration Association ("AAA"). The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction. Notwithstanding anything contained in this Section to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party's rights in and to its intellectual property or confidential information through specific performance, injunction or similar equitable relief.

10.6 <u>Assignment; Parties in Interest</u>. This Agreement may not be assigned (by operation of law or otherwise) or transferred, in whole or in part, by Customer without the prior written consent of LogistiVIEW, which will not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of each party and its permitted successors and assigns. Except as specifically provided herein, this Agreement is not intended to and does not create any rights in favor of any person or legal entity not a party hereto.

10.7 <u>Relationship of the Parties</u>. For all purposes hereof and in the performance of its obligations under this Agreement, LogistiVIEW is and shall remain an independent contractor and nothing in this Agreement shall be deemed or construed to create an employment relationship, joint venture, or partnership relationship between Customer and LogistiVIEW. Nothing herein shall be deemed or construed to create an employment relationship between Customer and any employee, agent, or independent contractor of LogistiVIEW. Neither Party shall have any power of authority to bind or commit the other Party.

10.8 <u>Force Majeure.</u> With the exception of payment obligations, any delay in the performance of any duties or obligations of either party under this Agreement does not constitute a breach of this Agreement if such delay is caused by a fire, earthquake, flood, other act of God, riot, embargo, accident, act of terrorism, or any other event beyond such party's reasonable control (each a "Force Majeure Event"). The party experiencing the delay resulting from the occurrence of a Force Majeure Event and seeking relief under this section shall promptly notify the other party of the delay and its probable duration and shall use commercially reasonable efforts to overcome such delay ("commercially reasonable efforts" is defined as efforts consistent with the exercise of prudent business judgment that enables the party to overcome the delay and meet their obligation under this Agreement without expending any funds or assuming any liabilities in doing so other than those that are customary and reasonable in nature in the context of a similar transaction).

10.9 <u>Severability</u>. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof and any such invalid or unenforceable provision or part thereof shall be deemed to be severable, and no provision or part thereof shall be deemed dependent upon any other provision or part thereof unless expressly provided for herein.

10.10 <u>Publicity</u>. Customer agrees that LogistiVIEW may include it as a customer in promotional material for the Solution, including use of Customer's logos, trademarks, trade names and similar identifying material. Upon LogistiVIEW's request, Customer agrees to participate in a mutually agreed press release regarding the relationship established by this Agreement. Upon successful deployment of the Solution for Customer's intended purpose, Customer agrees to participate in a case study regarding its use of the Solution.