TRUCE Software
SOFTWARE LICENSE AND SERVICES AGREEMENT

LAST UPDATED 2-10-2021

This Software License and Services Agreement (the "Agreement") is entered into as of the Effective Date by and between **Cellcontrol, Inc., d/b/a TRUCE Software** ("TRUCE") and the applicable customer who signs one or more Subscription Orders ("Customer").

This Agreement governs the use of the TRUCE System by Customer, including its Users and Administrators, under a non-exclusive license from TRUCE.

This Agreement consists of this cover page, together with one or more Subscription Order(s), and the following exhibits attached hereto and hyperlinked documents referenced therein (all of which are incorporated herein by reference):

Exhibit A	Standard Terms and Conditions
Exhibit B	Form of Subscription Order
Exhibit C	Documentation
Exhibit D	Privacy Policy
Exhibit E	Data Processing Addendum

All capitalized terms used in this Agreement (including in any of the exhibits) and not specifically defined herein shall have the meaning set forth in the Standard Terms and Conditions.

1. **Definitions:** As used in this Agreement, the following capitalized terms shall be defined as follows:

    a. "Administrator" means an employee of Customer who is expressly authorized by Customer to exercise administrative privileges on behalf of Customer with respect to the TRUCE System.

    b. "Affiliate" means any entity that controls, is controlled by or is under common control with TRUCE or Customer (as applicable). As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the specified entity, whether through ownership of voting securities, by contract or otherwise.

    c. "Applicable Law" means, with respect to any person, all laws, Data Protection Laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, deed, and other land restrictions governmental approvals, licenses, permits, directives, and requirements, of all Governmental Authorities, in effect at any time or from time to time and, in each case, applicable to or binding upon the person, or the performance of the Services and all codes, standards, or requirements necessary to perform the Services in accordance with accepted industry practices prevailing at the time and place where the Services are being rendered or utilized.

    d. "Confidential Information" means confidential, proprietary or non-public knowledge, data or information in any way relating to the business of TRUCE or Customer (as applicable), its affiliates and/or any of their respective current or former shareholders, investors, directors, officers, employees, representatives, agents and/or partners, in any format now or hereafter known (including, without limitation, printed, digital, numerical, text-based, machine-readable, verbally-transmitted or otherwise). Confidential Information includes, without limitation, information relating to trade secrets, pricing, fees, sales and marketing strategies, customer lists, potential investments and/or acquisitions, or the manner or method of conducting business. However, "Confidential Information" specifically excludes information which (i) is disclosed or becomes generally available to the public other than as a result of a disclosure by the receiving party or its agents, (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party, or (iii) is or was independently developed by the receiving party, without violation of any obligation of confidentiality to the disclosing party.

    e. "Contract Period" means the Initial Period or any Renewal Period, as applicable.

    f. "Covered Environment" means the specific area(s) of Customer's workplace intended to be covered by the TRUCE System. A Covered Environment may include, without limitation, vehicles, heavy machinery, warehouses, job sites or other workplace locations.

    g. "Customer Data" means data which is (i) delivered by Customer to TRUCE or (ii) otherwise obtained from Customer or any of its Affiliates by TRUCE in connection with the performance of the Services or the provision of the TRUCE System to Customer.

    h. "Customer Personal Information" means Personal Information relating to Users or Administrators which is delivered by Customer to TRUCE. For clarity, Customer Personal Information is a subset of Customer Data.

    i. "Data Processing Addendum" means TRUCE's Data Processing Addendum, the details of which are provided on Exhibit E annexed hereto, and provisions relating to which are set forth in Section 18.

    j. "Data Protection Laws" means all laws and regulations relating to data privacy and security, including, without limitation, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council the European Union of 27 April 2016 ("GDPR") and the California Consumer Privacy Act of

2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"), in each case to the extent applicable to the party having the obligation to comply.

k. "De-Identified Data" means data that has been anonymized, aggregated and/or otherwise processed in such a way that (i) all Personal Information has been removed therefrom and (ii) such data can no longer be attributed to a specific individual by reasonable means without the use of additional information (where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual).

l. "Documentation" means documentation that describes the TRUCE System which is annexed hereto as Exhibit C.

m. "Good Industry Practices" means the generally accepted practices, methods, skill, care, techniques, and standards employed by experienced and skilled professionals, including those of the International Organization for Standardization, the National Institute of Standards and Technology, and other similar persons with respect to the Services performed pursuant to this Agreement.

n. "Effective Date" means the date on which the last of the parties has signed the first Subscription Order.

o. "Governmental Authority" means any legislature, court, tribunal, arbitrator, or arbitral body, authority, agency, commission, division, board, bureau, branch, official, or other instrumentality of the United States, or any domestic state, county, parish, city, tribal, or other political subdivision, governmental department, or similar governing entity, and including any governmental or quasi-governmental body with governmental powers of authority.

p. "Initial Period" has the meaning set forth in Section 2 below.

q. "License" has the meaning set forth in Section 3 below.

r. "Operating Software" means the proprietary software for the TRUCE System which is provided by TRUCE for installation on a User Device, and has the capability of reducing or minimizing the functionality of that User Device when that User Device is located in a Covered Environment. In configurations of the TRUCE System which include a TRUCE Beacon, the Operating Software interacts with the TRUCE Beacon.

s. "Personal Data" or "Personal Information" has the meaning given to those terms under Applicable Law.

t. "Privacy Policy" means TRUCE's Privacy Policy, the details of which are provided on Exhibit D annexed hereto.

u. "Remote Management Console" means the hosted internet-based, password-protected management interface for the TRUCE System that Administrators may access to control individual policies and requirements for each UserID. The Remote Management Console enables Administrators to add or remove Users from Customer's account and to set, change, and monitor rules and policies for groups of Users or for individual Users.

v. "Renewal Period" has the meaning set forth in Section 2 below.

w. "Services" means the services to be performed by TRUCE for Customer pursuant to this Agreement, including in relation to the provision of the TRUCE System.

x. "Standard Terms" means the Standard Terms and Conditions annexed hereto as Exhibit A.

y. "Subscription Order" means a purchase order for a customer of TRUCE to license the right to access and use the TRUCE System on a subscription basis. The form of TRUCE's standard Subscription Order is annexed hereto as Exhibit B.

z. "Subscription Order Start Date" means, with respect to each Subscription Order, the earlier of (i) the first date on which the TRUCE System is operational and ready for use by the first User under that Subscription Order or (ii) thirty (30) days after the date on which the last of TRUCE or Customer has signed that Subscription Order.

aa. "Term" has the meaning set forth in Section 2 below.

bb. "Third Party Equipment" means User Devices and any and all other third party hardware, software or other accessories (including, without limitation, cell phones, tablets, computers, servers, modems, routers, cables and/or connectors) that may be necessary or appropriate in connection with Customer's use of the TRUCE System.

cc. "Third Party Services" means any and all third party services (including, without limitation, service plans that provide cell phone service, wireless internet service, SMS and/or MMS texting services and/or other data services) that may be necessary or appropriate in connection with Customer's use of the TRUCE System.

dd. "TRUCE Beacon" means the proprietary hardware device and the software installed thereon which is provided by TRUCE for installation in a Covered Environment in connection with certain configurations of the TRUCE System. The TRUCE Beacon has wireless communication capabilities for communicating with the Operating Software.

ee. "TRUCE System" means the system of software (including any mobile app), hardware and services known as "TRUCE" which is designed to provide protective measures to enhance safety in a vehicle, location or other environment, including, without limitation, the Operating Software, TRUCE Beacons and Remote Management Console, together with any associated services, documentation, online functionality, updates and/or upgrades provided by TRUCE in connection therewith.

ff. "User" means an employee or independent contractor of Customer who is expressly authorized by Customer to use the TRUCE System pursuant to the License granted to the Customer under the Agreement. The number of Users covered by the License is specified in the Subscription Order(s); and Customer is not authorized to increase the number of Users without TRUCE's express written authorization. However, if TRUCE discovers that the number of Customer's employees or independent contractors actually using the TRUCE System exceeds the number of authorized Users specified in the Subscription Order(s), then TRUCE will have the right to issue an additional Subscription Order to increase the number of authorized Users and to charge additional fees to Customer for the additional Users on the basis of the per-User rates specified in previous Subscription Order(s).

gg. "User Device" means a mobile or other handheld device (e.g., cell phone, smartphone, tablet, laptop, etc.) which is owned and/or used by a User and intended to be covered by the TRUCE System.

hh. "UserID" means a unique identification number issued or assigned to each User.

2. **Term**:

a. Duration of Agreement. This Agreement commences on the Effective Date and continues until all Subscription Orders entered into pursuant to this Agreement have expired.

b. Term of Subscription Order(s). The License granted to the Customer under each Subscription Order will be effective for a period commencing on the Subscription Order Start Date and continuing until the expiration of the "Initial Period" set forth in that Subscription Order (the "Initial Period"). If for any reason any Subscription Order does not specify the duration of the Initial Period, then the Initial Period under that Subscription Order will be thirty-six (36) months. Following the Initial Period of each Subscription Order, that Subscription Order will automatically renew for a series of successive one (1) year renewal periods (each such renewal period, a "Renewal Period" and, together with the Initial Period, the "Term"). Notwithstanding the foregoing, each of TRUCE and Customer will have the right to terminate the Term of each Subscription Order as of the end of the Initial Period or any Renewal Period, and for any reason (or no reason), upon not less than sixty (60) days' prior written notice to the other party. For the avoidance of doubt, however, neither Customer nor TRUCE will have any right to terminate the Term of any Subscription

Order or to cancel this Agreement prior to the end of the then-current Contract Period for any reason, except as expressly provided in Section 20.a. below.

3. **Grant of License**: The TRUCE System is a proprietary system that is owned by TRUCE. It is licensed and not sold. Customer's rights to use the TRUCE System are limited and subject at all times to the terms and conditions of the license set forth in this Agreement. TRUCE hereby grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license to install and use the TRUCE System, during the Term, for Customer's own internal business purposes and only for the number of Users specified in the Subscription Order(s), in accordance with the Documentation, and subject to the terms and conditions set forth herein (the "License"). TRUCE agrees that any of Customer's Affiliates may purchase a License pursuant to this Agreement, by entering into one or more Subscription Order(s) with TRUCE (which will constitute a separate and independent agreement between TRUCE and the applicable Affiliate of Customer); and in such event, the applicable Affiliate of Customer will be deemed a "Customer" hereunder. The License includes (a) the ability for one or more Administrators to access and control the policies and requirements of each UserID through the Remote Management Console, and (b) where applicable, to install and/or use one or more TRUCE Beacons in Covered Environments (i.e., if TRUCE Beacons are deployed as part of Customer's configuration of the TRUCE System). All rights in the TRUCE System other than those specifically granted to Customer under this Agreement are expressly reserved by TRUCE. Without limiting the foregoing, TRUCE will retain ownership of all TRUCE Beacons provided for Customer's use pursuant to this Agreement. Within thirty (30) days of any expiration or termination of this Agreement, Customer shall return all such TRUCE Beacons to TRUCE, at Customer's expense, in the same condition in which they were provided, normal wear and tear excepted.

4. **Fees and Payments:** Customer shall pay TRUCE all fees associated with the License herein granted to Customer, in accordance with the terms of the Subscription Order(s) signed by Customer and TRUCE, and TRUCE's invoices issued pursuant thereto. Except as otherwise set forth in a Subscription Order, all payments are due within thirty (30) days of the invoice date. All payments shall be non-refundable, and made without any deduction, setoff or bank charges. Late payments (other than amounts that are the subject of a legitimate dispute) will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid. Customer shall also pay TRUCE's reasonable and customary costs of collection, including TRUCE's reasonable attorneys' fees and court costs, in connection with all late payments. The fees due to TRUCE do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the License of the TRUCE System hereunder. If TRUCE has the legal obligation to pay or collect Taxes for which Customer is responsible, then TRUCE will invoice Customer for the applicable amount of such Taxes, and Customer will pay the invoiced amount to TRUCE, unless Customer provides TRUCE with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, TRUCE is solely responsible for taxes assessable against it based on its income, property and employees.

5. **TRUCE Beacons:**

   a. As part of the License granted to Customer to access and use the TRUCE System, TRUCE will provide Customer with a number of TRUCE Beacons to be mutually agreed upon, but not to exceed the number of Users specified in the Subscription Order(s). Notwithstanding the foregoing, upon Customer's request, TRUCE will provide Customer with additional TRUCE Beacons ("Additional TRUCE Beacons"). (For example, Customer may wish to have "spare" TRUCE Beacons, or to provide coverage for the TRUCE System in multiple Covered Environments per User.) In such event, the number of Additional TRUCE Beacons, and the additional fees payable to TRUCE for those Additional TRUCE Beacons, will be listed on the Subscription Order(s). For the avoidance of doubt, any and all TRUCE Beacons provided by TRUCE to Customer are for use only by the number of Users specified in the Subscription Order(s); and TRUCE's provision of Additional TRUCE Beacons, if any, shall not authorize or entitle Customer to increase the number of Users authorized to access or use the TRUCE System under the License.

   b. If any TRUCE Beacon provided by TRUCE is defective, then Customer's sole and exclusive remedy will be to return the defective unit and TRUCE shall send a replacement TRUCE Beacon, at no charge. This exclusive remedy is an essential condition of this Agreement.

c.   If any TRUCE Beacon is lost or damaged after it has been initially delivered to Customer, then Customer shall be required to reimburse TRUCE for the reasonable replacement cost (as specified by TRUCE). As of the date hereof, the replacement cost for a TRUCE Beacon is $65.

6. **Third Party Services and Third Party Equipment:** Customer expressly acknowledges and agrees that: (a) use of the TRUCE System may require the use of Third Party Services and Third Party Equipment, including without limitation, that which is needed to distribute the TRUCE System to Users and Administrators, and to communicate with TRUCE's servers via data or SMS (text) transmissions; (b) Customer and/or its Users shall be solely responsible for obtaining any and all such Third Party Services and Third Party Equipment; (c) the use of the TRUCE System by Customer and its Users may result in fees or charges imposed by the providers of such Third Party Services and/or Third Party Equipment; and (d) Customer and/or its Users shall be solely responsible for paying any and all such fees and/or charges. TRUCE is not responsible for the speed, quality, availability, or support of any connectivity, including, but not limited to, cellular, Wi-Fi, satellite, data hosting, or other service.

7. **Responsibility for Safety:** Customer expressly acknowledges and agrees that the TRUCE System is not a guarantee or assurance, and is not intended to be and cannot be considered or relied upon as a guarantee or assurance, of the personal safety of the Users or any other person located in any Covered Environment in which the TRUCE System may be usable, accessible or installed. Maintaining the safety of any Covered Environment is ultimately the responsibility of Customer and the Users. Furthermore, there are many ways in which a User may be distracted, many of which do not involve a User Device. Customer also expressly acknowledges and agrees that any modification to, tampering with or disabling of any portion of the TRUCE System (including any TRUCE Beacon or Operating Software) is expressly prohibited under this Agreement. Without limiting the foregoing (or the provisions of Sections 13 through 15 below), TRUCE shall have no liability or indemnification obligation for (a) the negligence of any User while driving or operating a vehicle or any other equipment in a Covered Environment, or (b) any instance where any modification of, tampering with, or disabling of any portion of the TRUCE System has occurred or been attempted by Customer or any of its Users or other employees or agents.

8. **Notifications Policy:** Customer expressly authorizes TRUCE to send notifications to Customer, its Administrators and/or Users, in a succinct and professional manner, via (a) the Remote Management Console, (b) push notification functionality, (c) emails or (d) text messages in furtherance of the maintenance, operation and/or administration of the TRUCE System pursuant to this Agreement. For clarity, however, TRUCE will not send or serve any advertisements or other marketing messages to Users.

9. **Users and Administrators:**

    a.   Users. Each User (through the UserID associated with such User) will be governed by, and will be deemed to have agreed to be subject to, a set of rules and policies that will limit the functionality of his/her User Devices in a Covered Environment.

    b.   Administrators. Customer shall designate one or more of its employees who will act as Administrators with respect to Customer's account under this Agreement. The TRUCE System will provide each Administrator with certain administrative privileges with respect to Customer's account within the TRUCE System (which other Users will not have), including the ability to access and control the rules and policies associated with the UserID for each User. The Administrator shall be solely responsible for authorizing, issuing and deauthorizing Users, administering security profiles of Users, and inputting data regarding the Users. Customer agrees that no User login credentials will be shared or otherwise utilized by two or more individuals at any time. Customer shall timely deauthorize all Users that are no longer authorized to have access to the TRUCE System. Customer will maintain, and will cause all Administrators to maintain, the security of all information relating to Customer's account access under this Agreement, including login credentials; and TRUCE shall have no responsibility for any loss, damages or liability in connection with any lost or stolen account access information. At all times during the Term, Customer will ensure that there is at least one Administrator designated with respect to Customer's account. Customer will promptly cancel the UserID or other credentials of any Administrator or User who (i) ceases to be engaged by Customer as an employee or independent contractor, (ii) Customer no longer wishes to have access to the TRUCE System for any other reason, or (iii) Customer knows or reasonably believes is causing Customer to breach any provision of this Agreement or is in any way misusing the TRUCE System. Customer is responsible for all acts and failures to act of its Users, and for ensuring that all Users are permitted by applicable law to

access the TRUCE System. TRUCE shall have no responsibility or liability for any damage or loss caused by the failure of Customer to deauthorize a User (e.g., a terminated employee).Customer will ensure that all Users and Administrators comply with all of the terms and conditions of this Agreement.

10. **Limitations On Use:**

   a. Customer shall not permit anyone other than Users and Administrators to access and/or use the TRUCE System under Customer's account.

   b. Customer shall not, and shall not permit others to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying ideas or algorithms of any part of the TRUCE System, (ii) modify, adapt, translate, alter, change or create derivative works of all or any part of the TRUCE System, (iii) download, copy or collect information that could be used to copy all or any part of the TRUCE System, or (iv) access or use all or any part of the TRUCE System for any purpose other than the uses expressly authorized in this Agreement.

   c. Customer warrants, represents, and covenants that it has and/or shall properly obtain from its employees and contractors all consents and permissions required by applicable law or regulation (including, without limitation, the permissions and consents required under and in accordance with GDPR, where and as applicable) in order for TRUCE to receive, use, store and process the personal information of such employees and contractors pursuant to this Agreement.

11. **Ownership:** The TRUCE System and all components thereof (including, without limitation, the Operating Software, TRUCE Beacons, Remote Management Console and all other hardware, software, code, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein and the Documentation), and any trademarks, service marks, logos, taglines, trade names, trade dress, URLs and/or domain names related to the TRUCE System, and all intellectual property rights therein (including, without limitation, all rights under patent, copyright, trademark, and trade secret laws), are and shall remain the sole and exclusive property of TRUCE, throughout the universe and in perpetuity. Furthermore, if Customer or any of its Administrators or Users suggests new features or functionality that TRUCE, in its sole discretion, adopts for or incorporates in the TRUCE System, then all such new features or functionality will be the sole and exclusive property of TRUCE, and Customer (on its own behalf and on behalf of its Administrators and Users) agrees to and does hereby irrevocably grant, transfer, and assign automatically to TRUCE upon creation all right, title and interest in and to such new features or functionality, throughout the universe and in perpetuity, without any requirement for further notice or additional consideration. TRUCE reserves the right, in its sole discretion, at any time and without any obligation to notify Customer or any other liability to Customer, to update, improve, replace, modify or alter the specifications for and features and functionality of all or any part of the TRUCE System, provided that any such updates, improvements, replacements, modifications or alterations will not substantially reduce the functionality or features of the TRUCE System.

12. **Support:** TRUCE currently offers support for the TRUCE System as provided in the Support Community & Knowledge Base available here, which may be modified from time to time in TRUCE's sole discretion and shall be incorporated herein and effective upon posting to TRUCE's website.

13. **Disclaimer of Warranties:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUCE PROVIDES THE TRUCE SYSTEM ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CUSTOMER EXPRESSLY ASSUMES ALL RISKS AS TO THE SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY OF THE TRUCE SYSTEM. TRUCE DOES NOT MAKE ANY WARRANTIES OTHER THAN AS EXPRESSLY STATED HEREIN CONCERNING THE TRUCE SYSTEM OR THE SERVICES; AND TRUCE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, (A) ALL WARRANTIES WITH RESPECT TO MERCHANTABILITY, CONFORMITY TO ANY SPECIFICATION OR DESCRIPTION, EXISTENCE OF ANY LATENT OR PATENT DEFECTS, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR (B) ANY WARRANTY THAT THE TRUCE SYSTEM WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, WILL OPERATE WITH ALL THIRD PARTY SERVICES AND/OR THIRD PARTY EQUIPMENT, OR THAT THE USE OF THE TRUCE SYSTEM WILL BE ERROR FREE. THESE DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL CONDITION OF THE AGREEMENT.

14. **Limitations of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESSED OR IMPLIED HEREIN:

a. IN NO EVENT SHALL TRUCE BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS, ADMINISTRATORS OR ANY OTHER EMPLOYEE, CONTRACTOR, AGENT OR OTHER PERSONNEL (THE "CUSTOMER PARTIES") FOR ANY OF THE FOLLOWING, WHETHER TRUCE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND LOST SAVINGS; (2) ANY CLAIM ASSERTED BY ANY THIRD PARTY (EXCEPT FOR THIRD PARTY CLAIMS SUBJECT TO TRUCE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15); (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS OR DAMAGES RESULTING FROM DEATH OF OR INJURY TO ANY OF THE CUSTOMER PARTIES OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, IMPROPER USE, OR INABILITY TO USE THE TRUCE SYSTEM; AND, (4) ANY LEGAL FEES OR OTHER EXPENSES RELATED THERETO (EXCEPT IN CONNECTION WITH THIRD PARTY CLAIMS SUBJECT TO TRUCE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15).

b. THE TOTAL LIABILITY OF TRUCE TO THE CUSTOMER PARTIES WILL BE LIMITED TO THE LESSER OF (i) CUSTOMER'S ACTUAL DIRECT DAMAGES, IF ANY OR (ii) THE CUMULATIVE PAYMENTS ACTUALLY RECEIVED BY TRUCE FROM CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE; PROVIDED THAT THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO TRUCE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15 BELOW.

c. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE AN ESSENTIAL CONDITION OF THE AGREEMENT.

d. THE LIMITATIONS SET FORTH IN THIS SECTION 14 SHALL APPLY REGARDLESS OF THE FORM, NATURE OR TYPE OF CLAIM OR CAUSE OF ACTION ASSERTED BY ANY CUSTOMER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, REGARDLESS OF THE REASON FOR SUCH TERMINATION.

e. Notwithstanding the foregoing, the parties acknowledge that, in some jurisdictions, applicable law does not allow the exclusion or limitation of incidental, consequential or special damages, the exclusion of implied warranties, or limitations on how long a given warranty may last, so some of the above limitations may not apply.

15. **Indemnification:**

a. Customer will indemnify, defend and hold harmless TRUCE and its affiliates, and their respective officers, directors, shareholders, employees, successors and assigns, from and against all losses, claims, judgments, liabilities, damages, fines, penalties, assessments, actions or causes of action (including reasonable attorneys' fees and court costs) (collectively, "Losses") to the extent arising out of any third party claim relating to or based upon (i) any use of the TRUCE System by Customer or any of its Users, Administrators or other employees, contractors or agents (except to the extent subject to TRUCE's indemnification obligations under Section 15.b. below), (ii) any breach by Customer of its obligations under this Agreement, (iii) any negligence or willful misconduct of Customer, its Users, Administrators, or other employees, contractors, personnel or agents, or (iv) claims by any of Customer's employees, contractors, agents or other personnel for compensation of any kind, including for injuries or damages under workmen's compensation or similar laws.

b. TRUCE will indemnify, defend and hold harmless Customer and its affiliates, and their respective officers, directors, shareholders, employees, successors and assigns, from and against all Losses arising out of or in connection with any third party claim that the TRUCE System (i) violates or infringes upon any patent, trade secret, trademark, copyright, or other intellectual property right of a third party, or (ii) fails to comply with Applicable Laws (including, without limitation, Data Protection Laws).

c. Each party's indemnification obligation under this Section 15 shall be subject to the following: (i) the party entitled to indemnification (the "Indemnitee") shall notify the indemnifying party (the "Indemnitor") in writing promptly upon first learning of the claim or action giving rise to the indemnity (except that failure to promptly

notify Indemnitor shall only excuse the indemnity obligation to the extent that the Indemnitor was materially prejudiced by such failure); (ii) the Indemnitor will have sole and exclusive control over the defense and/or settlement of such action or claim, except that: (A) if the Indemnitor is not diligently defending the claim or becomes unable to defend the claim, then the Indemnitee may assume control over the defense and/or settlement thereof; and (B) the Indemnitor shall not, without the Indemnitee's prior written approval, agree to any settlement of any claim that imposes on the Indemnitee any financial obligation or admission of liability; and (iii) the Indemnitee shall provide the Indemnitor with all reasonably requested information and assistance to defend and/or settle any such claim or action, at the Indemnitor's expense. This Section shall survive any termination of this Agreement, regardless of the reason for termination.

16. **Confidentiality:** During the Term, each of TRUCE and Customer may have access to certain Confidential Information of the other party. Each party agrees that it shall not directly or indirectly disclose, use, sell, license, publish, reproduce or otherwise make available to any person or entity any Confidential Information of the other party without the other party's prior written consent. Furthermore, each of TRUCE and Customer shall keep the terms of this Agreement strictly confidential and not disclose any of those terms to any person or entity except as may be required by law, provided that each such party may disclose the terms of this Agreement to its officers, directors, employees, attorneys, advisors, and/or other professional representatives who have a need to know such information, but only if such parties agree to maintain the confidentiality of such terms. Nothing in this Agreement shall prevent either party's disclosure of Confidential Information solely to the extent required to comply with applicable law or regulation or a valid order of a court of competent jurisdiction; provided that if either party receives a demand from a third party which purports to require disclosure of Confidential Information (e.g., a subpoena), such party shall notify and consult with the other party promptly following receipt of such demand or request (and prior to making any such disclosure), and cooperate with such other party in any efforts to oppose and/or limit such disclosure. For clarity, TRUCE's and Customer's obligations under this Section 16 shall exist (a) during the Term of this Agreement and (b) after the expiration or termination of the Term, as follows: (i) for Confidential Information other than trade secrets (as defined by applicable law), for three (3) years following the date of such expiration or termination; (ii) for trade secrets, for so long as such information is maintained by the holder thereof as trade secret and the trade secret status has not been lost as determined by court from which no further appeal is taken; and (iii) for Personal Information, forever.

17. **Information Security:**

    a. Data Protection Laws. TRUCE will comply in all material respects with applicable Data Protection Laws which may include the following, if and to the extent required thereunder: (i) establishing appropriate data protection policies and procedures concerning the collection, use, storage, retention, and security of Personal Information; (ii) implementing regular staff training, use testing, audits or other documented mechanisms to ensure and monitor compliance with such policies and procedures; (iii) appointing a data protection officer; (iv) maintaining complete, accurate, and up-to-date records of all Personal Information processing activities; (iv) carrying out and maintaining complete, accurate and up-to-date records of, all data protection impact assessments; and (v) issuing appropriate privacy notices to data subjects.

    b. InfoSec Safeguards and Practices. TRUCE will establish and maintain appropriate administrative, procedural, training, physical and technical safeguards and practices (the "InfoSec Safeguards and Practices"), consistent with Good Industry Practices, designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to and use of, Customer Data.

    c. Notifications. If TRUCE suspects or becomes aware of any incident that compromises or threatens the security, confidentiality, or integrity of Customer Data (an "InfoSec Incident"), then TRUCE will immediately provide Customer with written notice of the InfoSec Incident, and will promptly take all reasonable and appropriate steps to contain and mitigate any loss or damage which may result from the InfoSec Incident and to investigate, correct and remedy the InfoSec Incident.

18. **Data Processing Addendum**: If Customer has or may have employees or contractors who are residents or citizens of the European Economic Area and who are subject to the regulations under the European Union General Data Protection Regulation, the Data Processing Addendum shall apply.

19. **De-Identified Data**: Customer acknowledges and agrees that TRUCE will have the perpetual right to store, use and analyze De-Identified Data obtained through TRUCE's provision of the TRUCE System to Customer.

20. **Termination for Material Breach; Post-Term:**

a. In the event either party commits a material breach of this Agreement, the other party may, upon thirty (30) days' prior written notice, terminate this Agreement; provided, however, that this Agreement shall not be terminated if, with respect to breaches that by their nature are capable of being cured, the breaching party cures the breach within thirty (30) days after receipt of the notice of breach.

b. Upon expiration or termination of this Agreement, the License herein granted to Customer and all of Customer's rights with respect to the TRUCE System will immediately cease and terminate.

c. Promptly following the expiration or termination of this Agreement, Customer will use good faith efforts to delete and permanently erase all instances of the TRUCE System from all devices and systems which are controlled directly or indirectly by Customer (including, without limitation, from all User Devices).

d. Notwithstanding anything to the contrary expressed or implied herein, after the expiration or termination of this Agreement, the following will apply with respect to Customer Data:

   i. TRUCE will retain Customer Data for a period of at least six (6) months following the expiration or termination of this Agreement (the "6-Month Post-Term Period"). (TRUCE may also retain Customer Data after the end of the 6-Month Post-Term Period, but will have no obligation to do so.)

   ii. If Customer wishes to obtain a copy of any or all such Customer Data from TRUCE, then Customer may do so by sending a notice to TRUCE at any time prior to the end of the 6-Month Post-Term Period, which notice must specify the Users in respect of whom such Customer Data is to be obtained. In such event, the License will be automatically extended for one (1) month solely in respect of the specified Users at the monthly rate per User in effect immediately prior to the end of the Term, to enable TRUCE to extract and provide the requested Customer Data to Customer.

   iii. Upon Customer's written request, TRUCE will delete and permanently erase all Customer Personal Information from all devices and systems which are controlled directly by TRUCE.

21. **Dispute Resolution:**

a. <u>Time Limitation</u>. Any claim or action against TRUCE must be brought within twelve (12) months of the cause arising.

b. <u>Agreement to Arbitrate</u>.

(i) In the event of any dispute, claim, question or disagreement arising from or relating to the terms of this Agreement or the breach thereof, the parties hereto shall use good faith efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, such dispute, claim, question or disagreement shall be resolved by binding arbitration in DuPage County, Illinois, in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA"), subject to the limitations of this Section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the AAA Rules from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing and shall be final. Judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration

Act, the terms of which Sections the parties agree shall apply. The expenses of arbitration, including and the fees and expenses of the arbitrator and the AAA, shall be shared equally by the parties.

(ii) The arbitrator will have no authority to award attorneys' fees, punitive damages, or any other monetary relief not measured by the prevailing party's actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to the terms of this Agreement. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.

(iii) The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the AAA Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

(iv) Notwithstanding the foregoing, any disputes or claims between the parties relating to the following matters will be subject to litigation rather than arbitration: (A) intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents); or (B) any breach of the confidentiality provisions in Section 16.

22. **Governing Law; Jurisdiction; Venue:** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois in the United States, without reference to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the State of Illinois, acknowledges that venue is proper in the state court in DuPage County, Illinois or federal court in the Northern District of Illinois, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or federal court in the State of Illinois, and waives any objection it has or may have in the future with respect to any of the foregoing. The parties expressly agree that this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

23. **Force Majeure:** Neither party will be deemed to be in breach of its obligations under this Agreement by reason of its failure to perform its obligations hereunder if such failure is due to fire, flood, earthquake or other natural disaster; labor dispute; terrorist act or act of war; law, decree or order by any Governmental Authority; or any other similar cause beyond such party's control. However, in no event will the foregoing sentence excuse Customer's payment obligations hereunder.

24. **Waiver:** Failure or delay to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times will not be deemed a waiver or relinquishment of that right or power at any other time.

25. **Severability:** All provisions of this Agreement apply to the maximum extent permitted by applicable law. If a court of competent jurisdiction finds any part of this Agreement to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in full force and effect.

26. **No Third Party Beneficiaries:** Except as expressly set forth herein, nothing in this Agreement shall be construed as giving any person or entity (other than TRUCE, Customer and their respective successors and permitted assigns) any right, remedy or claim under or in respect of this Agreement or any provision hereof.

27. **Notices:** All notices required to be given pursuant to this Agreement shall be given in writing and delivered by fax, hand, certified first class mail, email or overnight courier, addressed to the receiving party at the contact information stated on the most recent Subscription Order; provided that a copy of all notices to TRUCE will be sent via email to legal@trucesoftware.com. Each party will provide written notice to the other party in the event of a change in contact information. Notice shall be deemed given (i) on the day when sent by fax, with evidence of successful transmission retained; (ii) on the day when delivered by hand; (iii) three (3) days after mailing by first class mail with tracking receipt retained; (iv) one (1) day after delivering to a recognized overnight delivery carrier; or, (v) on the date sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods.

28. **Compliance with Laws:** Customer shall comply with all applicable laws and regulations (as may be implemented or amended from time tom time) in performing its obligations under this Agreement.

29. **Entire Agreement:** This Agreement (including all Subscription Order(s) and the Exhibits attached hereto and the hyperlinked documents referenced herein) constitutes the entire agreement between the parties with respect to the use of the TRUCE System and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the parties, except that (a) the Privacy Policy and Data Processing Addendum may be modified by TRUCE from time to time in its discretion, in accordance with the provisions of Exhibit D and Exhibit E annexed hereto and (b) the Support Community & Knowledge Base may be modified by TRUCE from time to time in its discretion, in accordance with the provisions of Section 12. Neither the course of conduct between parties nor trade practice will act to amend or modify any provision of this Agreement.

30. **Assignment:** Neither party shall assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld); provided that either party may assign this Agreement, in whole or in part, to any person or entity owning or acquiring all or a substantial portion of the stock or assets of such party; and such rights may be similarly assigned by any such assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

31. **Marketing Rights:** Customer grants to TRUCE a limited, non-exclusive, royalty-free license to use Customer's name and approved logo to market and promote TRUCE and the TRUCE System, subject to the following conditions and limitations:

    a. TRUCE's rights to use Customer's name and logo shall only be permitted: (i) on TRUCE's website and/or (ii) in presentation materials (e.g., PowerPoint decks) created by TRUCE.

    b. In order to use Customer's name and logo in each instance, TRUCE must also include the names and logos of at least three (3) other customers of TRUCE; and the size of Customer's name and logo shall not be larger than the name and logo of any of such other customers.

32. **Counterparts and Electronic Signatures:** Subscription Orders and any other documents to be signed by the parties in connection with this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[END OF EXHIBIT A – STANDARD TERMS AND CONDITIONS]

TRUCE Software
1011 Warrenville Road, Suite 210
Lisle, IL 60532
888-896-9753 (office)
225-218-0101 (fax)

TRUCE

Customer Information	
Customer Name:	
Customer Contact Person:	
Customer Address:	
Phone:	
Email:	

	Sales Executive:
Ship To Information	
Ship To:	
Address:	
If multiple addresses are required attach a complete listing	

Subscription Terms	
Duration of Initial Period (# of months):	
Order Type:	
Invoice Frequency:	
Payment Terms:	
PAYMENT DUE IN ADVANCE OF SERVICE PERIOD	

Required Billing Information	
Accounting Contact:	
Accounting Phone:	
Accounting Email:	
Invoices will be delivered via email. Billing inquiries should be sent to AR@trucesoftware.com	
PO Number if Required:	

Product	Users	Price per	Total
		Total Monthly Fees:	
		Total One-Time Fees:	

* Shipping charges and taxes are not included in the above pricing. TRUCE will bill actual shipping charges upon completion of shipment.

Special Instructions / Additional Terms

General Terms

1. This Subscription Order ("SO") will be governed by the terms of TRUCE's standard Software License and Service Agreement ("SLSA"), which is available on TRUCE's website here. Accordingly, the terms of the SLSA (including all exhibits, attachments and hyperlinked documents referenced therein) are incorporated herein by reference.

2. Customer acknowledges that the SLSA may be updated from time to time in TRUCE's sole discretion, and such updated versions will be deemed incorporated herein by reference as of the date of posting to TRUCE's website; provided that no such updates to the SLSA will materially diminish Customer's rights with respect to the TRUCE System.

3. Capitalized terms used herein and not specifically defined herein shall have the meaning set forth in the SLSA.

4. In the event of any inconsistency between the terms set forth in this SO and the terms of the SLSA, the terms set forth in this SO will control.

5. This SO and the SLSA, taken together, constitute the entire agreement between Customer and TRUCE with respect to the matters described herein, and are collectively referred to herein as the "Agreement."

By signing this SO, Customer acknowledges that (a) Customer has read and understands the terms of the Agreement, and (b) the individual whose name and signature appears below for Customer has the authority to bind Customer to the terms of the Agreement.

Customer	
Signature:	
Name:	
Title:	
Date:	

TRUCE Software	
Signature:	
Name:	
Title:	
Date:	

[END OF EXHIBIT B – FORM OF SUBSCRIPTION ORDER]

EXHIBIT C
DOCUMENTATION

The TRUCE System is a software solution that helps minimize distraction caused by mobile devices, by enforcing restrictions on the use of certain mobile device functions within certain environments and contexts. More specifically, the TRUCE System manages the user interface of a connected mobile device by enforcing blocking policies in certain situations to prevent users from accessing and using distracting mobile device functions (such as text messaging, phone calls, internet browsing, games, etc.) and receiving notifications (e.g. alerts, ringtones, flashing, etc.). The TRUCE System enables the TRUCE customer to select from a menu of policy settings, to set the environments and contexts in which the enforcement restrictions will be triggered for the customer's users. (For example, the "environments" may include customer-owned automobiles, customer-owned heavy machinery and/or customer warehouses; and the contexts may include when a vehicle is moving, or when the user enters a high-risk zone.)

The TRUCE System consists of three components: (i) a mobile application that is installed on mobile device(s) to enforce the selected policies; (ii) a "TRUCE Beacon" (a small hardware unit with installed firmware) which monitors the environments and contexts, and communicates with the mobile application to trigger enforcement of the policies; and (iii) a management console that enables the Customer to configure policies, provide reports and alerts, and administer and manage the TRUCE System generally.

The mobile application can be installed on a wide variety of mobile platforms (e.g., Android, iOS) and devices (e.g. smartphones, tablets). The mobile application runs in the background of the device until a selected policy is met, such as movement in a vehicle, starting heavy machinery, or entering a high-risk zone. When a policy is triggered, the mobile application automatically opens and begins enforcement based on the policy, by blocking the use of any unapproved applications, disabling incoming notifications, or enabling whitelisted apps (e.g., navigation, handsfree calling) in accordance with the configured policy.

The web-based management console enables Customer to configure policies for all Users, and to update multiple aspects of the operation of the TRUCE System (including updates to policies, Users, work zones, etc.). The management console also enables the Customer to create activity reports, trigger alerts to ensure compliance, and review dashboards and insights related to company-wide device enforcement.

Notes regarding Personal Information Relating to Users and Administrators:

1. The TRUCE System does not require Customer to provide TRUCE with any "Customer Personal Information" (i.e., Personal Information relating to its Users or Administrators).

2. However, many TRUCE customers choose to provide TRUCE with limited Customer Personal Information (Employee Name, Employee ID, Employee Mobile Phone Number) to make it easier to identify its Users and Administrators in the Remote Management Console and for reporting purposes.

3. For clarity, except with respect to Customer Personal Information or other Customer Data, the TRUCE System does not:

   - Collect or store Personal Information or Personal Data of Users, Administrators or other individuals, including credit card numbers, passwords or photos;

   - Access, listen to, read, record, collect or store the content of any phone calls, text messages, emails or web-browsing activity on any User Device; or

   - Monitor any mobile applications on any User Device other than the mobile applications and associated settings that are subject to the rules and policies established by the Administrators to limit the functionality of User Devices in a Covered Environment.

4. TRUCE does not sell Customer Personal Information.

[END OF EXHIBIT C – DOCUMENTATION]

EXHIBIT D
PRIVACY POLICY

The Privacy Policy is available at https://trucesoftware.com/privacy-policy/.

The Privacy Policy may be updated from time to time in TRUCE's sole discretion; and such updated versions will be deemed incorporated herein by reference as of the date of posting to TRUCE's website. For clarity, however, no such updates to the Privacy Policy will materially diminish Customer's rights under the Agreement.

[END OF EXHIBIT D -- PRIVACY POLICY]

EXHIBIT E
Data Processing Addendum

The Data Processing Addendum is available at https://trucesoftware.com/dpa/.

The Data Processing Addendum may be updated from time to time in TRUCE's sole discretion; and such updated versions will be deemed incorporated herein by reference as of the date of posting to TRUCE's website. For clarity, however, no such updates to the Data Processing Addendum will materially diminish Customer's rights under the Agreement.

[END OF EXHIBIT E -- DATA PROCESSING ADDENDUM]