

ROADNET ANYWHERE SANDBOX ENVIRONMENT AGREEMENT

This Roadnet Anywhere Sandbox Environment Agreement (together with the applicable Pricing Schedule(s), collectively, the “**Agreement**”) is made by and between Omnitracs, LLC, a Delaware limited liability company, with its principal place of business at 717 North Harwood Street, Suite 1300, Dallas, TX 75201-6533 fulfilled through its wholly-owned subsidiary Roadnet Technologies, Inc. (collectively, “**Omnitracs**”) and the company listed on the Pricing Schedule (the “**Customer**”).

1. DEFINITIONS.

- 1.1 “**Data**” means any information input by Customer or generated through Customer’s use of the Sandbox Environment. Customer is solely responsible for any Data uploaded into the Sandbox Environment or generated through the use of the Sandbox Environment. Customer acknowledges and agrees that such Data may not be protected or deemed confidential.
- 1.2 “**Sandbox Environment**” means a testing environment listed on the Pricing Schedule to this Agreement (together with any corrections and updates made available to Customer hereunder) including related documentation and other materials, if any.
- 1.3 “**User**” means any of Customer’s employees that have access to and use of the Sandbox Environment, and to whom Omnitracs issues a username and password therefore.

2. SERVICE.

- 2.1 **Sandbox Access and Grant.** During the Term and subject to the terms and conditions of this Agreement, Omnitracs grants to Customer a limited, revocable, nontransferable, non-assignable, nonexclusive, right to access and use, the Sandbox Environment solely for Customer’s internal testing and evaluation of upgrades, plugins, patches or other updates made available by Omnitracs within the Sandbox Environment (collectively “**Testing**”) and for no other purpose. Customer is responsible for controlling the use of username(s) and password(s) to access and use the Sandbox Environment.
- 2.2 **Ownership.** Customer hereby acknowledges and agrees that this Agreement does not convey any interest in and to the Sandbox Environment other than the limited license grant set forth in Section 2.1 above. All right, title and interest in and to the Sandbox Environment, including (but not limited to) all ownership and proprietary rights, including without limitation all patents, copyrights, trademark and related rights, trade secrets and confidential information rights in and to the Sandbox Environment shall remain the exclusive property of Omnitracs or its licensors. Omnitracs is not under any obligation to incorporate any changes in any Omnitracs environment based on: (i) suggestions or feedback provided by Customer in connection with Testing or Customer’s use of the Sandbox Environment (“**Feedback**”); or (ii) actions or the results of Customer’s Testing or use of the Sandbox Environment notwithstanding the potential impact Customer. Customer waives any and all proprietary right or interest in the Feedback provided by Customer to Omnitracs, and Omnitracs shall be free to use, or not use, the Feedback as Omnitracs in its sole discretion, deems appropriate, without payment of any fee or royalty. Customer shall keep the Sandbox Environment free from any liens, encumbrances and claims of any individual or entity. Omnitracs reserves all rights not expressly granted herein.
- 2.3 **Hosting.** The Sandbox Environment will be hosted by or on behalf of Omnitracs, and will be made accessible to Customer and its Users via the Internet. Omnitracs reserves the right to monitor use of Sandbox Environment by Customer and its Users on the Omnitracs hosted system.

3. USE.

- 3.1 **Environment.** Customer is responsible for providing the necessary system or infrastructure to access and use the Sandbox Environment via the Internet, including, without limitation: (i) computer hardware, system software and Internet browser software; and (ii) telecommunications hardware and service. Customer shall be solely responsible for maintaining anti-virus software on Customer’s systems that interface with the Sandbox Environment. Omnitracs shall have no liability for failures of Customer’s systems that result from Customer’s failure to comply with this Section.
- 3.2 **Unauthorized Use.** Customer will not permit access by any third parties or assign or transfer access to the Sandbox Environment without Omnitracs’ prior written consent. Omnitracs will not be liable for any loss or damage arising from an unauthorized use of any username or password issued to Customer. Under no circumstances shall a Customer distribute or otherwise provide, directly or indirectly, the Sandbox Environment to a third party without the prior written consent of Omnitracs. Customer and/or its Users shall not use the Sandbox Environment for the following unauthorized purpose (collectively, “**Unauthorized Purpose**”): (i) copy, resell, reproduce, distribute, republish, download, post, frame or transmit in any form or by any means, the Sandbox Environment; (ii) resell data or services which are derived from the Sandbox Environment; (iii) alter, modify, adapt, translate, decompile, disassemble, reverse engineer, or create derivative works of the Sandbox Environment, or any part thereof, or publish the results of any benchmark test run; (iv) transmit any data to or through use of the Sandbox Environment that contains software viruses or other harmful or deleterious computer code, files or programs; (v) remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, which appears on or in the Sandbox Environment; or (vi) use the Sandbox Environment for any other purpose other than Testing. In the event Customer uses the Sandbox Environment for an Unauthorized Purpose, Omnitracs may take any and all actions, from the issuance of a warning to limiting, suspending, or terminating your right to use the Sandbox Environment and involvement of government authorities Omnitracs’ deems necessary or appropriate.

4. DATA COLLECTION AND RETENTION.

- 5.1 **Data Collection.** Data may be collected automatically from information provided by the Customer. Omnitracs may collect, use, process, or transmit Data from the Sandbox Environment, however Omnitracs has no obligation or responsibility to use, safeguard, retain, or restore any such Data.
- 5.2 **Data Retention.** Omnitracs may retain Data indefinitely (the “**Retention Period**”). Omnitracs retains the right to automatically delete Data at any time whether or not Customer has retrieved or read it. Customer will not have remote access to any Data after the Agreement is terminated. Omnitracs may retain and use the Data for any purpose, including: (i) if Omnitracs is notified by a third party to preserve such Data in a civil or criminal investigation or proceeding and, in Omnitracs’ judgment, failure to comply with the request may subject Omnitracs to civil or criminal liability, provided that in such event Omnitracs will notify Customer of such preservation request unless disclosure is prohibited by an investigating governmental authority or otherwise prohibited by law; (ii) for system performance anomalies, troubleshooting, maintenance, and similar needs; and (iii) to verify whether or not the Sandbox Environment is being used in accordance with the terms of this Agreement. In addition: (a) the wireless network provider and third party Omnitracs or third-party hosted pre-written program application providers may retain such Data; and (b) Omnitracs may use Data for any other legitimate business purpose, including sharing it with third parties, provided such Data does not include any personally identifying information.

6. TERM AND TERMINATION.

- 6.1 **Term.** This Agreement shall commence upon the execution of the Pricing Schedule (the “**Effective Date**”), and shall continue for a period of one year from the Effective Date (the “**Initial Term**”), unless sooner terminated as set forth below. The Initial Term will automatically renew on a year-to-year basis (each, an “**Extended Term**”) unless terminated by either party through written notice to the other party no less than 60 days prior to the end of applicable Initial Term or Extended Term. The Initial Term and any Extended Terms taken together will be referred to as the “**Term**.”
- 6.2 **Termination.** Omnitracs may terminate this Agreement, and Customer’s and Users’ rights to access and use the Sandbox Environment, immediately if Customer breaches this Agreement. Upon the expiration or termination of this Agreement any privileges granted hereunder, including without limitation, Customer’s and Users’ access to and use of the Sandbox Environment, shall cease. After the Term, Customer agrees that Omnitracs is under no obligation to continue to sell or provide the Sandbox Environment to Customer or otherwise in the future, update, upgrade or maintain the Sandbox Environment, nor provide disaster recovery or any service level guarantees.

7. **Confidentiality of Agreement and Information.** In the course of performance of the Agreement, the parties may exchange confidential information. The terms of the Agreement, including its pricing, is Omnitracs’ confidential information. Any business, operations, technical, or product information disclosed by either party which is marked with a confidential or proprietary data legend or which by its nature ought to be considered as confidential or proprietary is the confidential information of the disclosing party

(collectively the "Information"). The receiving party will: (i) hold Information received from the disclosing party in confidence; (ii) use Information only for the purpose of performance under the Agreement; (iii) reproduce Information only to the extent necessary for such purpose; (iv) restrict disclosure of Information to its employees and consultants with a need to know in the course of fulfilling their scope of work, provided the receiving party advises them of, and they agree to, their confidentiality obligations; and (v) not disclose Information to any third party without prior written approval of the disclosing party.

The restrictions on the receiving party's use and disclosure of Information will not apply to any Information which the receiving party can demonstrate: (a) is wholly and independently developed by the receiving party without the use of Information of the disclosing party; (b) is or has become generally available to the public without breach of the Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party and free of restriction; or (d) is approved for release by written authorization of the disclosing party. Disclosure of Information in response to a valid order of a court or other governmental agency will not be a breach of this Section, if the disclosure is limited to the extent of and for the purposes of such order; provided, however, that the receiving party will first notify the disclosing party in writing of the order and permit the disclosing party to seek a protective order, unless such notification is otherwise prohibited by law. Upon the termination of the Agreement, each party will promptly return to the other party or destroy (and certify such destruction) all Information received.

8. INVOICING AND PAYMENT; TAXES.

- 8.1 **Invoicing and Payment; Price Increases.** Customer will be invoiced for the Sandbox Environment as of the Effective Date, and on an annual basis thereafter. Any installation and activation charges may be invoiced with the Sandbox Environment or at the time of completion. All dollar amounts are stated in U.S. dollars. Customer will pay all invoices issued within 30 days from the invoice date. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law will be added to past due accounts until paid in full. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Omnitracs in collecting payment will be paid by Customer. Commencing 12 months after the applicable Effective Date, Omnitracs may increase the prices and fees set forth in the Agreement on an annual basis on 60 days written notice.
- 8.2 **Taxes.** All prices exclude sales tax, use tax, withholding tax, duties, consumption, value-added, gross receipts, excise and any other taxes, surcharges or similar levies imposed by any government authority ("Taxes"). In the event that any Taxes are applicable to any of the transactions contemplated by the Agreement, Customer will be responsible for payment of such Taxes whether concurrently invoiced with the original invoiced amount or subsequently invoiced based on a review of the facts affecting Customer's tax status or determination that the laws of the applicable state(s) require assessment and collection of tax.
- 9 **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SANDBOX ENVIRONMENT AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". OMNITRACS, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS WITH RESPECT TO THE SANDBOX ENVIRONMENT, THE SECURITY OF THE SANDBOX ENVIRONMENT, THE DOCUMENTATION THEREOF, ANY SERVICES, OR OTHERWISE OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF DEALING, USAGE OF TRADE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, OMNITRACS, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THE QUALITY OR ACCURACY OF THE OUTPUTS OF THE SANDBOX ENVIRONMENT IN ANY MANNER WHATSOEVER.
- 10 **Indemnification.** Customer will defend and indemnify Omnitracs, its successors and assigns and each of its respective directors, officers, employees and agents against any and all losses, claims, damages or expenses (including attorneys' fees) alleged by a third party that arise or result from: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Customer's (including your employees' or independent contractors') misuse of, or improper installation of, the Sandbox Environment other than in accordance with Omnitracs' user instructions; (ii) any use of the Sandbox Environment by Customer for an Unauthorized Purpose; or (iii) Data or other information transmitted by Customer, a User, Customer's employees or independent contractors, excluding any database provided by Omnitracs (collectively a "Claim").
- 11 **Indemnification Procedures.** In the event of any Claim giving rise to an indemnification obligation hereunder: (i) Omnitracs will promptly notify Customer of any such Claim or potential Claim of which Omnitracs has knowledge, provided, however, that any failure to provide such notification will not relieve Customer from their indemnification obligation except to the extent that Customer was prejudiced by such failure to provide notice; (ii) Omnitracs will tender to Customer sole control of the defense of the Claim and any related settlement negotiations, provided, however, that Customer will not enter into any settlement that imposes any duties or obligations on Omnitracs, monetary or otherwise, or requires Omnitracs to make any admissions, without Omnitracs' express prior written consent; and (iii) Omnitracs will provide reasonable assistance to Customer, upon the reasonable request of Customer and at Customer's cost and expense, in defending and settling such Claim.
- 12 **Limitation of Liability and Remedies.** IN NO EVENT WILL OMNITRACS, ITS AFFILIATES AND SUPPLIERS, LICENSORS, AND ITS AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SANDBOX ENVIRONMENT PROVIDED UNDER THE AGREEMENT, EVEN IF OMNITRACS, ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL OMNITRACS', ITS AFFILIATES', LICENSORS' AND SUPPLIERS' TOTAL LIABILITY HEREUNDER FOR ANY AND ALL CLAIMS EXCEED \$1,000.
- 13 **Severability; Waiver.** If any of the provisions of the Agreement are determined to be unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired, and the parties will substitute an enforceable provision for the affected provision which approximates the intent and economic effect of the affected provision as closely as possible. The waiver by any party of a breach of any of the provisions of the Agreement will not operate as a waiver of any subsequent breach.
- 14 **Assignability.** Neither the Agreement, nor any rights, duties nor interest herein, will be assigned, transferred, subcontracted or sublicensed by Customer without Omnitracs prior written consent, not to be unreasonably withheld. Any such action contrary to this Section is void and constitutes a material default entitling Omnitracs to terminate the Agreement.
- 15 **Notices.** All notices must be in writing and will be deemed given: (i) when delivered personally; (ii) via email; (iii) when delivered by facsimile if confirmation of receipt is obtained; (iv) 5 calendar days after having been mailed registered or certified mail, return receipt requested, postage prepaid; or (v) 1 calendar day after having been mailed by overnight mail with a reliable express mail courier. Notices will be addressed or delivered to Customer's corporate address on the Pricing Schedule and to Omnitracs at 717 North Harwood Street, Suite 1300, Dallas, TX 75201-6533, Attn: Omnitracs Legal Department or via facsimile at (858) 784-0874.
- 16 **Governing Law.** This Agreement and performance hereunder shall be governed and construed in accordance with the substantive laws of the State of Texas, without regard to choice of law provisions. The Parties further expressly agree, and do hereby submit, to the sole and exclusive jurisdiction of the federal district courts for the Northern District of Texas, Dallas Division or, if there is no federal court subject matter jurisdiction, to the Dallas County Texas State Courts, for any and all claims, lawsuits, actions and/or proceedings of any kind, at law or in equity, arising out of, pertaining to, or otherwise related in any way to this Agreement. If either party commences an action arising out of or in connection with the Agreement, the prevailing party is entitled to recover from the losing party reasonable attorneys' fees and costs of suit. The parties agree that the United Nations convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 17 **Entire Contract.** This Agreement comprise the entire understanding, agreement, and representations of the parties with respect to the matters contained herein and supersedes all prior writings, discussions, representations, and understandings. In order to be binding, any amendment or modification of any of the provisions of the Agreement must be in writing and signed by a duly authorized representative of each party. In no event will email be considered a writing for the purposes of amending or modifying the Agreement. In the event of a conflict between the above terms and conditions and any written amendment or modification, the document later in time will prevail.

Customer's use of the Sandbox Environment constitutes Customer's continued agreement to these terms and conditions.