

HWY LABS, INC.**SOFTWARE AS A SERVICE AGREEMENT**

This Software as a Service Agreement (the “Agreement”) is a legally binding agreement between Hwy Labs, Inc. (the “Company”) and You on behalf of your company (the “Customer”). Please read this Agreement carefully. If You register for or use our Hwy Haul Platform and Services, You agree and represent that (a) You have read and understood this Agreement; (b) You are at least 18 years old; (c) You can form a legally binding contract; (d) You are authorized to bind your company; and (e) You accept the terms contained in this Agreement, including the binding and mandatory arbitration provision. If You do not accept the terms contained in this Agreement and our Privacy Policy, You must not register for or use our Hwy Haul Platform and Services.

Furthermore, our Hwy Haul Platform and Services are only available for use and access in the United States, Canada, and Mexico. Our Hwy Haul Platform and Services are not available for use and access by residents of, visitors to, or your employees who reside in the European Union (collectively, a “European”). If You are a European, please do not register for or use our Hwy Haul Platform and Services. If You are a resident of the United States, Canada, or Mexico, You must comply with the terms of this Agreement and our Privacy Policy.

BY REGISTERING FOR AN ACCOUNT, YOU ARE AGREEING TO BE BOUND BY ALL THE TERMS IN THIS AGREEMENT AND OUR PRIVACY POLICY.

THIS Software as a Service Agreement (the “Agreement”) is entered into as of today (the “Effective Date”), by and between Hwy Labs, Inc., DBA Hwy Haul, a Delaware corporation having its principal place of business at 900 Lafayette St, Suite 307, Santa Clara, California, (the “Company” or “Hwy Haul”), You on behalf of your company (the “Customer”). The Company and the Customer are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Company has developed a next generation digital freight platform (the “Hwy Haul Platform” or the “Platform”) and provides transportation brokerage services (collectively, the “Services”), as further described in Exhibit A.

WHEREAS, Customer wishes to use Company’s Platform and Services described herein to provide transportation brokerage services (the “Customer Services”) through the Company’s Platform to Customer’s own customers (the “Customer Users”), and Company wishes to provide the use of Company’s Services to Customer under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1 “Access Credentials” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Platform and Services.

1.2 “Application” means any Company application accessed by the Customer or its Authorized Users (including Customer’s customer) from Company’s webpage, the Apple App Store, Google Play

Store, or its equivalent to access the Platform and the Services provided under this Agreement.

1.3 “Authorized Users” means all users, including but not limited to Customer Users, and Customer’s employees, contractors, agents, who are authorized by Customer to access the Services and the Platform pursuant to Section 2.

1.4 “Customer Data” means data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Platform. For the avoidance of doubt, Customer Data includes the insurance policies and information reflecting the access or use of the Platform by or on behalf of Customer or any Authorized User and personal information about Customer Users and Customer’s employees and contractors including business title, place of business, business email, etc.

1.5 “Customer Users” means the Customer’s customers, including but not limited to carriers and shippers, who are authorized by Customer to access the Services and the Platform pursuant to Section 2 and who Customer will provide

1.6 “Deliverable” means any item to be delivered by Company to Customer as part of the Services and identified as a “deliverable” in an applicable Service Order.

1.7 “Documentation” means any documentation provided by Company for use with the Platform under this Agreement.

1.8 “Harmful Code” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent Customer or any Authorized Users from accessing or using the Services or Platform as intended by this Agreement.

1.9 “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any source code, software, patent, copyright, trademark, trade secret, database protection, know-how, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.10 “Losses” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

1.11 “Marks” means a Party’s corporate or trade name, trademark(s), logo(s), domain names or other identification of such Party.

1.12 “Permitted Use” means any use of the Services or the Platform by the Customer or an Authorized User for the benefit of the Customer and/or its Authorized Users solely for their internal business operations.

1.13 “Platform” has the meaning ascribed to it in the first recital, including the hardware, servers, software, systems, software application, and other equipment used by Customer to provide the Services and is commonly known as the Platform.

1.14 “Process” means to take any action or perform any operation or set of operations, which is performed on personal data, Customer Data, content, or other information, whether or not by automated means, such as including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. "Processing" and "Processed" have correlative meanings.

1.15 “Resultant Data” means information, data and other content that is derived by or through the Platform from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

1.16 “Service Level Agreement” means the service level agreement defining the uptime and support availability for the Platform and Services as described in Exhibit B attached hereto.

1.17 “Service Order” means a service order in a form agreed to by the Parties, signed by both Parties, which, among other things, describes the Services, any Deliverables, any customization, the prices, the term of the Service Order, and any special terms.

1.18 “Services” means the services, as more fully described in Exhibit A, provided under this Agreement in a Service Order, including access to the Platform and the services related thereto, any maintenance, training, configuration, data extraction, data feed, support, hosting, professional, and any other service provided by Company to Customer as identified in a Service Order.

1.19 “Territory” means the place where the Services are to be provided and, if not specified in the Service Order, will mean the United States, Canada, and Mexico.

2. ACCESS TO SERVICES.

2.1 Access to the Platform and the Services. Subject to and conditioned on Customer’s payment of the Fees and Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, during the Term, Company hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-transferrable, non-sublicensable, non-assignable right to access the Platform and Services in accordance with the terms of this Agreement and any applicable Service Order. The right to access the Platform and the Services, granted hereunder, will apply in the Territory to the Customer and its Authorized User. The Platform and Services may be used by Customer and its Authorized Users under the terms and conditions of this Agreement.

2.2 Platform and Services. The Platform offered pursuant to this Agreement and the Services offered hereunder are more fully described in the applicable Service Order.

2.3 Service Levels. Company will use commercially reasonable efforts to provide access to the Platform and the Services in accordance with the Specifications and the conditions hereof, including the Service Level Agreement attached hereto as Exhibit B. Notwithstanding the foregoing, Company is not responsible for providing support services directly to Customer Users, unless otherwise specified in writing. In addition, Customer acknowledges and agrees that Customer is solely responsible and liable for any Losses arising out of or relating to Customer Services provided to Customer Users, and Customer will indemnify, defend, and hold harmless Company from and against any and all Losses incurred by Customer Users.

2.4 Ownership of Platform. Except as otherwise expressly provided in this Agreement, as between the Parties:

(i) Company has and will retain sole control over the operation, provision, maintenance and management of the (a) Platform; and (b) the Services. Company will determine in good faith the selection, deployment, modification, support, maintenance, repair upgrades, updates, corrections, repairs, and replacement of the Platform and Services; provided, however, that Company will not modify the Platform or Services to remove any material features and will not modify any feature used by Customer or its Authorized Users without Customer's prior written consent;

(ii) Customer has and will retain sole control over all Customer Data, except as set forth herein or in the applicable Service Order, and the operation, maintenance and management of, and all access to and use of, its systems, and sole responsibility for all access to and use of the Platform and Services by any Authorized Users by or through such systems or any other means controlled by Customer or any Authorized User; and

(iii) Company will have the right to review and monitor the use of the Platform and Services by Customer and its Authorized Users to ensure compliance with the terms of the Documentation, this Agreement and any applicable Service Order.

2.5 Changes. Company reserves the right, in its sole discretion, to make any changes to the Platform and Services that it deems necessary or useful or requested by the Customer to: (a) maintain or enhance (i) the quality or delivery of Company's services to its customers, (ii) the competitive strength of or market for Company's services, or (iii) the cost efficiency or performance of the Platform; or (b) to comply with applicable law, provided that with respect to (a), Company will notify Customer in advance of making any changes to remove any material features or make any changes to any feature that is used by the Customer or any of its Authorized Users, without Customer's prior written consent; and with respect to (b) provide reasonable notice to the Customer of the change.

2.6 Reservation of Rights. Except for the rights to access the Platform and Services, granted in Section 2.1 above for the Term set forth in this Agreement or the applicable Service Order, nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights in the Platform or Services, whether expressly, by implication, estoppel or otherwise. All title and ownership interest in and to the Platform and Services are and will remain with Company.

2.7 Authorization Limitations and Restrictions. Customer's access to and use of the Platform or any Services is subject to the restrictions in this Section 2.7. Customer agrees to be bound by and liable for the actions of its Authorized Users and will not permit any Authorized User to access or use the Platform or the Services, except as expressly permitted by this Agreement or the applicable Service Order. The Parties agree and the Customer acknowledges that a violation of this Section 2.7 will be deemed a material breach of this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer or its Authorized Users will not, except as this Agreement expressly permits:

(i) copy, modify or create derivative works or improvements of the Platform or Services, except that, in the case of Documentation, Customer may create a reasonable number of copies of the written Documentation and training materials for training purposes;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Platform or Services to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(iii) reverse-engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Platform or Services, in whole or in part;

(iv) bypass or breach any security device or protection used by the Platform or Services or access or use the Platform or Services other than by an Authorized User through the use of his or her own then valid Access Credentials;

(v) input, upload, transmit or otherwise provide to or through the Platform or Services, any information or materials that Customer knows to be unlawful or injurious, or contain, transmit or activate any Harmful Code;

(vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Platform, Services, or Company's provision of services to any third party;

(vii) remove, delete, alter or obscure any trademarks, Specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services, including any copy thereof, provided that Company will not include its name or trademark or any proprietary rights notices in any feature that is Customer Client facing without Customer's prior written consent;

(viii) access or use the Platform or Services in any manner or for any purpose that violates any applicable law;

(ix) access or use the Platform to communicate any message or material that is harassing, libelous, threatening, obscene or would violate the copyright or other intellectual property right or privacy right of any person or is otherwise unlawful or that would give rise to civil liability or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation;

(x) access or use the Platform or Services for purposes of competitive analysis of the Platform or Services, the development, provision or use of a competing software service or product or any other purpose that is to the Company's detriment or commercial disadvantage; or

(xi) otherwise access or use the Platform or Services beyond the scope of the authorization set forth in this Agreement or in any manner or for any purpose that is unlawful under applicable law.

2.8 Customer Liability. Customer is liable for the failure of it or any of its Authorized Users for any violation of the provisions in this Section 2.8, including any person who obtains any Access Credentials of an Authorized User. Customer agrees to defend, indemnify, and hold Company and its Affiliates and their employees, directors, officers, contractors and agents (collectively "Indemnitees") from any and all Losses resulting from or in connection with a violation of this Section 2.8 by it, its Authorized Users or any persons who gets access to the Access Credentials of its Authorized Users.

2.9 Works Made for Hire. Except as specifically stated in a Service Order, the Parties do not contemplate the development by Company of any custom-developed deliverables or work product for Customer ("Work Made for Hire" or "Work Product") as defined in the US Copyright Act of 1976. In the event Customer requests such Work Product by Company in the future, the Parties will agree to the governing terms at that time and set forth in a Service Order. Unless expressly stated in a Service Order, nothing provided under this Agreement will be considered Work Made for Hire, including deliverables and other work under this Agreement. Moreover, any suggestions or product feedback rendered by Customer or its Authorized Users relating to the Platform or the Services (collectively "Feedback") will not be considered "works made for hire," or comparable terms, as defined in the United States Copyright Act of

1976, as amended, or other federal or state laws. Unless otherwise agreed to in writing by the Company, all rights in and to the Platform, the Services, and the Feedback are expressly reserved by Company. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Company an unrestricted license to use any Feedback given to Company, including all Intellectual Property Rights relating thereto.

3. PAYMENT; TAXES.

3.1 Pricing. Customer will pay Company the fees for use of the Platform and Services fees (the “Fees”) in the amount and in accordance with the applicable Service Order. Upon payment of the applicable Fees, Customer will provide Credentials for each Authorized Users, who will be granted access to the Platform and Services. Unless otherwise stated in a Service Order, the Fees will be billed monthly in advance and will not be refundable.

3.2 Taxes. Customer will, in addition to the other amounts payable under this Agreement, pay, if applicable, all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on Company’s net income. Customer agrees to indemnify, defend, and hold Company, its officers, directors, consultants, employees, successors and assigns harmless from all claims and liability arising from Customer’s failure to report or pay any such taxes, duties or assessments.

3.3 Payment Terms. Customer will pay all Fees and any reimbursable expenses within thirty (30) days after the date of the invoice therefor. Customer will make all payments hereunder in US dollars by check, by automated clearing house (ACH), through a third party payment processor, or as otherwise specified by Company.

3.4 Late Payment. If Customer fails to make any undisputed payment when due then, in addition to all other remedies that may be available, Company may charge interest on the past due amount at the rate of 1.5% per month, or the maximum allowable under applicable law, whichever is more.

3.5 No Deductions or Setoffs. All amounts payable to Company under this Agreement will be paid by Customer to Company in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason or deduction or withholding of tax as may be required by applicable Law.

4. TERM; TERMINATION.

4.1 Term. This Agreement will commence upon the Effective Date of this Agreement and remain in full force and effect for an initial term of one (1) year (the “Initial Term”) or until all Service Orders associated herewith have expired or terminated, unless this Agreement is terminated earlier as set forth in this Section 4. The Initial Term will automatically renew and extend for additional twelve (12) month periods (each, a “Renewal Term” and, with the Initial Term, collectively, the “Term”), unless one of the Parties gives thirty (30) days’ notice prior to the end of the Term of its intent not to extend to the other Party.

4.2 Termination.

(i) By Either Party. This Agreement or any Service Order may be terminated by either Party upon delivery of written notice of termination to the other Party, as follows:

(a) if the other Party fails to perform or observe any material term or condition in this

Agreement or the Service Order and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching Party;

(b) if the other Party (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they come due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding will not have been dismissed or stayed within sixty (60) days after such filing; or

(c) pursuant to any termination clauses in a Service Order, if any.

(ii) For Cause. Each Party will have the right to terminate this Agreement or any Service Order if the other Party breaches any material term or condition of this Agreement or any Service Order and fails to cure the breach within thirty (30) days after written notice.

(iii) Mutual Consent. This Agreement and any Service Order may be terminated at any time upon the mutual written consent of both Parties.

(iv) For Convenience. Company may terminate this Agreement and any Service Order upon thirty (30) days' notice to the Customer after the Initial Term without cause or penalty for any reason or no reason.

4.3 Early Termination by Customer. Subject to Section 4.2, in the event that Customer provides written notice to Company of Customer's desire to terminate this Agreement prior to the end of the Term or any applicable Service Order prior to the end of the Order Term, Customer agrees to pay Company a pro-rated termination fee equal to 50% of the Fees (the "Termination Fee") specified in the applicable Service Order through the end of the Order Term, unless otherwise agreed to in writing by Company.

4.4 Effect of Termination. Upon termination of this Agreement, each Party will promptly return, or, at the other Party's request, destroy (and provide confirmation of such destruction signed by an applicable employee or officer) all Confidential Information of the other Party (including without limitation the Customer Data and the Documentation). All sections of this Agreement, which by its context and intent, will survive termination of this Agreement for any reason. All other rights and obligations of the Parties under this Agreement will expire upon termination of this Agreement, except that all payment obligations accrued hereunder prior to termination or expiration will survive such termination.

5. SERVICE ORDERS.

5.1 Service Orders. The Parties will execute one or more Service Orders in materially the same form as Exhibit A or as otherwise agreed to by the Parties, subject to the terms and conditions of this Agreement. Each Service Order must be signed by Customer and Company and include (i) a description the Services, (ii) Deliverables, if any, (iii) customization, if any, (iv) the prices, (v) the term of the Service Order, and (vi) special terms, if any. Each Service Order executed shall constitute a separate agreement that is subject to the terms and conditions of this Agreement and shall be binding, when duly executed by each of the Parties hereto, upon such Parties and their respective successors, legal representatives and permitted assigns. To the extent any provision in a Service Order conflicts with any provision in this Agreement, the provision in the Service Order will control.

6. CUSTOMER OBLIGATIONS.

6.1 Customer Systems and Cooperation. At all times during the Term, Customer will ensure that Customer and Customer's Authorized Users: (i) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer systems on or through which the Services are accessed or used; (ii) provide Company personnel with such access to Customer's premises and systems as may be reasonably necessary for Company to perform the Services in accordance with the terms of this Agreement; and (iii) provide all cooperation and assistance as Company may reasonably request to enable Company to exercise its rights and perform its obligations hereunder.

6.2 Effect of Customer Failure or Delay. Company is not responsible or liable for any delay or failure of performance caused by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure"). In such case, Company will be given an extension of time equal to the number of days solely delayed by Customer to perform Company's obligations.

6.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened prohibited activity by Customer or any Authorized User, Customer will, and will cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Platform and Services and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Company of any such actual or threatened activity.

6.4 Customer Data. Customer and its Authorized Users will be responsible for protecting the Credentials provided by Company for access to the Platform and Services. Customer will be solely responsible for Customer Data that is made available/transmitted by Customer or its Authorized Users through the Platform. Customer will provide true, accurate, current and complete information as prompted by the signup process and maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete and Customer will ensure that its Authorized Users do the same. The Customer will be responsible for the accuracy, quality, and legality of the Customer Data and the means by which Customer has acquired the data. Customer will defend, indemnify, and hold Company and its Indemnitees harmless from any Losses incurred by Company as a result of Customer's or its Authorized Users' violation of this Section 6.4.

6.5 Credentials. Customer will be responsible and liable for any Losses incurred by Company with respect to the use or misuse of the Credentials. Customer must inform its Authorized Users that they may not share their Credentials with anyone else and that they must keep such Credentials confidential. Customer will defend, indemnify, and hold Company and its Indemnitees harmless from any Losses incurred by Company as a result of Customer's or its Authorized Users' violation of this Section 6.5.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 Ownership. All right, title and interest in and to the Services and Platform, any changes, corrections, bug fixes, enhancements, customizations, updates, and other modifications thereto including all Intellectual Property Rights therein, are and will remain with Company. Customer has no right, license, or authorization with respect to any of the Platform or Services except as expressly set forth in Section 2.1 in each case subject to Section 2.3. All other rights in and to the Platform and Services are expressly reserved by Company and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Company an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

7.2 Customer Data. As between Customer and Company, Customer and Company will jointly

own the right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto. Company is permitted to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of the Customer Data for purposes of providing the Services to Customer and for internal business purposes. Company may use disaggregated and depersonalized Customer Data for benchmarking, quality control, improving the Platform and the Services, and any other lawful purposes.

7.3 Limited Trademark License; Marketing Materials. Customer hereby grants Company a royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to use Customer's Marks solely for the purpose of aligning the appearance of the Product to Customer's branding and only as specifically authorized by, and subject to any restrictions stated in, this Agreement. Such license will be limited to the duration of this Agreement. During the Term of the Agreement, Company may include Customer in any of Company's customer lists, solely for the purpose of identifying Customer as a customer of Company. Company will not use any of Customer's Marks in any manner that Customer, in its sole discretion, deems to be an explicit or implicit endorsement of Company, or which is likely to cause confusion as to Customer's relationship to Company. Customer and Company acknowledge that the provisions of this paragraph do not convey any right, title or ownership interest in Customer's Marks to Company.

8. REPRESENTATIONS AND WARRANTY.

8.1 Company Warranty. Company warrants to Customer that during the Term, (a) the Services will perform substantially in accordance with the terms of Documentation, if any Documentation is provided, (b) Company has the right to grant the license granted under this Agreement, or, in the case of any third party software, that it has the right to grant a sublicense to use such third party software, (c) Company has the necessary resources, expertise, and personnel to perform the Services in a professional manner according to the terms and conditions of this Agreement, and any Service Order, and (d) the Services will be free from material defects in design, workmanship, and materials. The foregoing warranty in clause (a) will not apply if (i) caused by factors outside of Company's reasonable control; (ii) that result from any improper actions or inactions of Customer or its Authorized Users, or any third parties who gets access to the Platform or the Services from the Customer or any Authorized User; or (iii) that result from Customer's or its Authorized Users' data structure, operating environment, or equipment.

8.2 Additional Warranties. Company represents and warrants to Customer that in connection with the provision of the Services, Customer will not input, upload, transmit, or otherwise provide to or through the Services or the Platform to the Customer's systems, any information or materials that Company knows to be unlawful or injurious, or contain, transmit or activate any Harmful Code. In the event a Harmful Code is identified, Company will take all steps necessary, at no additional cost to Customer, to restore and/or reconstruct any and all data lost by Customer as a result of such Harmful Code. Customer represents and warrants to the Company that neither it nor its Authorized Users will input, upload, transmit, or otherwise introduce any Harmful Code into the Platform. Customer agrees to defend, indemnify, and hold Company from any Losses incurred by the company as a result of Customer introducing such Harmful Code into the Platform.

8.3 Data Transfer. Company represents and warrants that it will only transfer (including internal Company transfers that occur beyond the internal firewalls of Company) (i) Customer Data in a secure and confidential manner, including at a minimum, encrypting the data with no less than 128 bit encryption or through establishing a virtual private network with Customer and will comply with all security provisions and procedures set forth in Customer's security policies and procedures and (ii) in compliance with all applicable privacy and secrecy laws, statutes, rules and regulations.

8.4 Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to Company that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data to allow Company to process such Customer Data under the terms and conditions of this Agreement. Customer represents and warrants that none of the Customer Data provided hereunder infringes on the Intellectual Property Rights of a third party. Customer further represents and warrants that it has the permission of each Authorized User whose personal information is shared with Company. Customer agrees to defend, indemnify, and hold Company harmless from any Losses incurred by Customer in connection with the breach of the representation and warranty set forth in this Section 8.4.

8.5 Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 8, ALL PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM AND ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, ITS AUTHORIZED USERS', OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. THE PLATFORM AND THE SERVICES ARE PROVIDED "AS IS."

9. CONFIDENTIALITY.

9.1 Confidential Information. "Confidential Information" means any information disclosed by one Party to the other Party or accessed by the other under this Agreement, which, (i) if in written, graphic, machine readable or other tangible form is marked "Confidential" or "Proprietary" or which, if disclosed orally or by demonstration, is identified at the time of disclosure as confidential and reduced to a writing marked "Confidential" and delivered to the Receiving Party (as defined below) within thirty (30) days of such disclosure; or (ii) by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party").

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party will:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(ii) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its representatives who: (a) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (c) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.3;

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(iv) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 9.

9.4 Compelled Disclosures. If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party will: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (ii) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

9.5 Nondisclosure. Each Party (each a "Receiving Party") agrees that it (i) will use and reproduce the Confidential Information of the other Party (the "Disclosing Party") only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes, (ii) will restrict disclosure of such Confidential Information to the Receiving Party's employees, consultants, or advisors who have a bona fide need to know for such purposes, and (iii) will not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations will be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it will not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

9.6 Remedies. The Receiving Party agrees that a breach of this Section 9 may result in immediate and irreparable harm to the Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the Disclosing Party will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction or permanent injunction without the posting of a bond or other security.

10. LIMITATION ON DAMAGES

10.1 EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL COMPANY OR ANY OF ITS LICENSORS, SERVICE COMPANY'S, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO, (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (iv) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED ONE TIMES (1X) THE AGGREGATE AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR SERVICES PROVIDED UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to (i) a Party's breach of its confidentiality obligations under Section 9, or (ii) any liability for a Party's fraud, gross negligence, or willful misconduct.

11. INDEMNIFICATION.

11.1 Company Indemnification. Company will indemnify, defend, and hold harmless Customer and Customer's Indemnitees from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action, or proceeding (each, an "Action") by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses arise from any allegation in such Action relating to: (i) Company's material breach of any of its representations, warranties, covenants, or obligations under this Agreement; (ii) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Company in connection with this Agreement; or (iii) the Platform or the Services infringement a third party's Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses to the extent it arises out of:

- (a) access to the Platform or use of the Services in combination with any hardware, system, software, network, or other materials or service not provided or authorized in writing by Company;
- (b) modification of the Services other than by or on behalf of Company or with Company's written approval in accordance with the Specification;
- (c) failure to timely implement any modifications, upgrades, replacements, or enhancements

made available to Customer at no cost by or on behalf of Company; or

(d) act, omission, or other matter described in Section 11.1(a), Section 11.1(b), or Section 11.1(c), whether or not it results in any Action against or Losses by any Company Indemnitee.

11.2 Customer Indemnification. Customer will indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, successors, and assigns (each, a "Company Indemnitee") from and against any and all Losses incurred by a Company Indemnitee in connection with any Action by a third party (other than an Affiliate of a Company Indemnitee) to the extent that such Losses arise out of or relate to any:

(i) allegation that Customer Data or any other materials, information documents, Data, software, content, or technology provided by or on behalf of Customer or any Authorized User infringe a third party's Intellectual Property Right;

(ii) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or

(iii) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

11.3 Indemnification Procedure. Each Party will promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as the case may be. The Party seeking indemnification (the "Indemnitee") will cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor will immediately take control of the defense and investigation of such Action and will employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4 Mitigation. If the Platform or Services are, or in Company's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Platform or Services is enjoined or threatened to be enjoined, Company may, at its option and sole cost and expense:

(i) obtain the right for Customer to continue to use the Platform and Services as contemplated by this Agreement;

(ii) modify or replace the Platform and Services, in whole or in part, to make the Platform and Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Platform and Services, as applicable, under this Agreement; or

(iii) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Platform and Services or any specified part or feature thereof, provided Customer will be entitled to a refund of any pre-paid but unused Fees.

11.5 Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES

AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT, THE PLATFORM, OR ANY SERVICE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

12. SECURITY AND PRIVACY.

12.1 Platform and Security Obligations. Company and Customer agree to comply with all applicable international, federal, state and local laws, statutes, acts, rules and regulations.

12.2 Physical Safeguards and Security Measure. Company will employ security measures in accordance with applicable industry practice. Company will employ all commercially reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to protect its Platform, Services, and Customer Data. In the unlikely event of a security breach, Company will notify Customer within fifteen (15) days. Customer is responsible for notifying its Authorized Users, including all Customer Users.

12.3 Hosting Entity. Customer agrees that Company will be hosting Customer Data on servers provided by third parties (the "Hosting Entity"). Hosting Entity is compliant with all the relevant certification and attestations, and laws, regulations related to privacy. Company will provide Customer with copies of any audits or test of the Hosting Entity's environment made available to Company by such Hosting Entity. Company currently uses Google Cloud as its Hosting Entity. Notwithstanding the foregoing, Company reserves the right to use any reputable Hosting Entity or to change Hosting Entity at Company's sole discretion without prior notice to Customer.

12.4 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) the accuracy and completeness of any Customer Data, including its content and use by Customer or any Authorized User; (ii) all information, instructions, and materials (collectively "Instructions") provided by or on behalf of Customer or any Authorized User in connection with the Services; and (iii) all access to and use of the Platform and Products directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Notwithstanding anything to the contrary herein, Customer agrees to indemnify and hold Company harmless from all Losses (not solely caused by Company) that arise out or relates to Customer Data, Instructions, and Customer Systems that is used by Company in full compliance with the terms and conditions herein.

12.5 Access and Security. Customer will employ all physical, administrative and technical controls, screening and security procedures, and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Products.

12.6 Privacy. Each Party agrees to comply with all U.S. federal and state privacy rules and regulations with respect to the safeguarding of all personally identifiable information ("PII"), as defined therein, which is disclosed to Company by Customer or its Authorized Users in connection with this Agreement including, without limitation, any banking or account information.

13. MISCELLANEOUS.

13.1 Assignment. Neither Party may assign, sublicense, delegate, or otherwise transfer any of

its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock, provided that the Party assuming obligations agrees to do so in writing and has adequate resources to meet its obligations hereunder. Any permitted assignment of this Agreement will be binding upon and enforceable by and against the Parties' successors and assigns, provided that any unauthorized assignment will be null and void and constitute a breach of this Agreement.

13.2 Non-Exclusive. The Parties agree that this Agreement is non-exclusive and in no way limits or restricts Company's ability to provide services to any customer, shipper, or carrier, including services that are similar to the Services provided herein.

13.3 Entire Agreement. This Agreement, any exhibits and amendments thereto, any Statements of Work entered into concurrently with or in connection with this Agreement constitute the entire agreement between the Parties and supersede all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended without the prior written consent of both Parties.

13.4 Force Majeure. Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, regional or global pandemic, fire, flood, pestilence, earthquake, acts of civil or military authorities, riots or civil disobedience, wars, strikes, or labor disputes (other than those limited to the affected Party) (each a "Force Majeure Event"), such affected Party's performance will be excused and the time for performance will be extended accordingly provided that the Party affected immediately notifies the other Party and immediately takes all reasonably necessary steps to resume full performance, provided that the affected Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the affected Party through the use of alternate sources, workaround plans, or other means. If the Force Majeure Event lasts for more than thirty (30) days with respect to the affected Party, then the affected Party may terminate this Agreement.

13.5 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware without giving effect to its conflicts of law rules. Each of the Parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County in the State of California.

13.6 Notices. All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person (including by overnight courier) or three (3) days after being mailed by registered or certified mail (postage prepaid, return receipt requested), and on the date the notice is sent when sent by verified facsimile, in each case to the respective Parties at the address first set forth hereto. Either Party may change its contact information by providing the other Party with notice of the change in accordance with this subsection.

13.7 Relationship of Parties. The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party will hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

13.8 Severability. If any provision of this Agreement is held invalid or unenforceable, it will be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

13.9 Waiver. No delay or failure by either Party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the Party waiving its rights. A waiver by any Party of any breach or covenant will not be construed as a waiver of any succeeding breach of any other covenant.

13.10 Dispute Resolution and Binding Arbitration. The Parties shall endeavor to resolve any dispute with respect to this Agreement in good faith within thirty (30) days of a controversy or claim (the "Dispute") being raised by one Party with the other Party. The Parties agree that any unresolved Dispute shall be settled by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties hereby waive any right that they might have to have the Dispute decided by a jury or by court judge.

EXHIBIT A**SERVICE ORDER NO. 1**

THIS Service Order No. 1 (the “Service Order”), effective as of today (the “Service Order Effective Date”), is issued in connection with the Software as a Service Agreement (the “Agreement”) by and between Hwy Labs, Inc., DBA Hwy Haul, a Delaware corporation, (the “Company” or “Hwy Haul”), and You on behalf of your company (the “Customer”). Initially capitalized words, not defined herein, will have the meaning ascribed to them in the Agreement. This Service Order will not be binding until signed by both of the Parties. To the extent there are any inconsistencies between this Service Order and the Agreement, this Service Order will take precedence.

1. Description of Platform.

Hwy Haul is a next generation digital freight platform (the “Platform”) powered by artificial intelligence and machine learning that helps Shippers plan, execute, and optimize their inbound and outbound freight. The Platform provides end to end visibility into day to day operations, ensuring shipment compliance and timely delivery of goods.

2. Description of the Services.

Hwy Haul’s cloud-based Managed Shipping Platform allows Shippers to book and manage loads across all their carriers and brokers on a single platform.

(i) Basic Plan:

- a. Software
 - i. Online access to Hwy Haul’s Shipper Portal
 - ii. Online access to Hwy Haul’s Carrier Portal (for Customer’s Carrier partners)
 - iii. Access to Hwy Haul’s Driver App (for Customer’s Carrier’s Drivers)
- b. Features
 - i. Create Load
 - ii. Assign Carrier
 - iii. Send Rate Confirmation
 - iv. Track Loads Real-time [conditions apply*]
 - v. Change Load Status
 - vi. Upload Documents
 - vii. Capture Notes

(ii) Premium Plan:

- a. Software
 - i. Online access to Hwy Haul’s Shipper Portal
- b. Features
 - i. Create Load
 - ii. Assign Carrier
 - iii. Track Loads Real-time
 - iv. Upload Documents
 - v. Capture Notes
- c. Command Center
 - i. Human staffed customer service
 - ii. Hwy Haul assigns the carrier of Customer’s choice
 - iii. Hwy Haul speaks to Customer’s carriers, drivers and warehouses
 - iv. Hwy Haul manages all layovers, detention per Customer’s policy

- v. Hwy Haul still leaves Customer in full control
- vi. Hwy Haul provides real-time location tracking
- vii. Verified PODs
- viii. Proactive communication on status, deviation, delays

d. Brokerage Plan

- i. Integrated brokerage for Customer's ongoing or surge capacity needs
- ii. Create load and Assign to Hwy Haul as a Broker
- iii. Hwy Haul will find and assign the right Carrier from its pre-screened fleet of thousands of reliable carriers/drivers
- iv. Provide Customer with real-time freight tracking
- v. Provide Customer with timely status updates and communication
- vi. Ensure on time delivery
- vii. Provide Digital PODs on time

3. **Deliverables.**

N/A

4. **Customization.**

N/A

5. **Pricing.** The following fees will be charged for the Services:

(i) Basic Plan – select one option:

- USD 999.00 per month [up to 100 loads monthly]

(ii) Premium Plan – select one option:

- USD 40 per load

(iii) Brokerage – select one option:

- Spot Market Pricing (negotiated on a per load basis on an ongoing basis)
- Contracted Lane Pricing – work directly with the Sales Account Manager for pricing

6. **Term.** This Service Order will have an initial term of twelve (12) months (the "Initial Order Term"), which will commence as of the Service Order Effective Date. Unless either Party gives thirty (30) days' notice prior to the end of the Initial Order Term to the other Party of its intent to terminate the Service Order, the Service Order will automatically renew and extend for additional twelve (12) month periods (each a "Renewal Order Term" and, collectively with the Initial Order Term, the "Order Term"). This Service Order may be terminated in accordance with the Agreement.

7. **Special Terms.** The following terms and/or conditions will apply:

N/A

EXHIBIT B**SERVICE LEVEL AGREEMENT**

Initially capitalized words, not defined herein, will have the meaning ascribed to them, in the Agreement to which this exhibit is attached.

1. **Availability Standard.** Company shall deliver Application Services Availability of 99.9%. Availability excludes downtime due to Scheduled Maintenance (the “Availability Requirement”). Company will use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for planned downtime.
2. **Scheduled Maintenance.** Company shall engage in maintenance, upgrades, replacement of hardware or software, or any other activity that may result in Unavailability (collectively, “Scheduled Maintenance”) from time to time with prior notice provided to Customer.
3. **Quality of Deliverables.** Company shall meet industry standards.
4. **Turn Around Time:** Company shall meet industry standards.
5. **Support:** All requests will be tracked and a ticket number will be provided to you for reference. The Company will acknowledge your query within 24-48 hours of receipt.