

Ford Telematics Powered by Telogis Agreement

This Ford Telematics Powered by Telogis Agreement (this “**Agreement**”) is by and between Telogis, Inc. (“**Telogis**”) of 20 Enterprise, Ste 100 Aliso Viejo, CA 92656, USA and the customer identified below (the “**Buyer**”) and is made effective as of the date signed by both parties (the “**Effective Date**”).

1. General: This Agreement provides the terms and conditions applicable to Telogis’s provision of “Ford Telematics Powered by Telogis” (the “**Services**”) to Buyer. Unless otherwise agreed to by the parties in writing, and save as provided in Section 16, this Agreement supersedes all previous communications, representations and agreements, whether oral or written, between Buyer and Telogis or Buyer and Ford Motor Company, any of its affiliates, and their dealers (collectively, “**Ford**”) relating to the Services. This Agreement may not be modified, amended, supplemented, or qualified except in a binding written instrument entered into by Buyer and Telogis. Any additional or different terms provided in any purchase order issued by Buyer regarding the Services will not become part of this Agreement and will not be binding upon Telogis. For the avoidance of doubt, this Agreement does not apply to Buyer’s purchase of Telogis Fleet directly from Telogis or through a dealer of another OEM or any other services provided by Telogis to Buyer.

2. Term: The initial term of this Agreement begins one week from the date of the order for the Services, and remains in place for a period which you or Ford has prepaid for the Services (“**Initial Term**”). THIS AGREEMENT INCLUDES AN AUTO-RENEWAL PROVISION. AT THE END OF THE INITIAL TERM AND EACH RENEWAL TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ADDITIONAL ONE (1) YEAR PERIODS (EACH, A “**RENEWAL TERM**”), UNLESS NOTICE IS GIVEN IN WRITING BY EITHER PARTY TO THE OTHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. Notwithstanding the foregoing, this Agreement may be terminated early pursuant to Section 12 hereof. Upon termination of this Agreement for any reason, Buyer’s right to access and/or use the Services, including the Service Website, Collected Data, and Map Data (each defined below), and any derivative works, in whole or in part, shall terminate immediately.

3. Payment: The fees for the Services for the Initial Term have been prepaid by Buyer to Ford. For each Renewal Term, Telogis will provide the Services on condition that Buyer will pay the then-current fees for the Services, which may be higher than the fees Buyer paid Ford, directly to Telogis on an annual basis in advance of the beginning of each Renewal Term. Please contact Telogis for the then-current annual fees for the Services. Telogis reserves the right to change the pricing for the Services prior to the start of any Renewal Term with 30 days prior notice, such price change taking effect upon the first day of the first full calendar month following the start of such Renewal Term. Buyer will receive an invoice approximately thirty (30) days before the beginning of the Renewal Term. Payment is due on or prior to the first day of the Renewal Term.

4. Taxes: All amounts owed to Telogis exclude any sales, use, excise, import, export, value added, universal service charge, withholding, or other similar taxes or governmental charges, including any related penalties and interests however designated, with respect to the provision of the Services, other than taxes based on net income of Telogis (collectively “**Taxes**”). Buyer will pay any Taxes imposed on the sale or provision of the Services by Telogis to Buyer under this Agreement. Buyer will reimburse, indemnify, and hold harmless Telogis for all liabilities for Taxes. Should any payment to Telogis be subject to a withholding tax, then Buyer shall pay to Telogis such sum as will, after the deduction or withholding has been made, leave Telogis with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

5. Late Fees: In the event Buyer fails to make any payments when due under this Agreement, a late fee of €5 per asset per month or the maximum allowed by applicable law, whichever is lower, will be assessed until the payment is made in full, whether before or after judgment. Telogis will also be entitled to recover from Buyer any out-of-pocket expenses Telogis incurs in collecting payments due. These expenses may include, without limitation, any bank charges for returned checks, collection agency fees, and legal expenses, including court costs and reasonable attorney’s fees. If a payment is late and not made within 10 days after notice, Telogis may suspend the Services until all amounts due and late fees are paid in full, without in any way affecting its rights under this Agreement. Telogis may enforce the foregoing rights without prejudice to and without waiving any and all other rights or remedies it may have for any breach of this Agreement.

6. Software and Map Data License: The Services are licensed to Buyer on a subscription basis under a “Software as a Service” model through an access restricted website and related databases, servers, and software (collectively, the “**Service Website**” with the software residing on the server referred to herein as the “**Server Software**”) to be used in the European Union (which includes Belgium, Czech Republic, Denmark, Germany, Ireland, Greece, Spain, France, Italy, Hungary, Netherlands, Switzerland, Austria, Poland, Portugal, Romania, Finland, Norway, Sweden, & the United Kingdom) (“**Permitted Territories**”) only. Subject to the terms and conditions of this Agreement, Telogis hereby grants to Buyer a non-transferable, non-exclusive, limited right within the Permitted Territories to: (i) access and use the Server Software through the Service Website for internal purposes only, and (ii) view any map data and satellite imagery provided as part of the Services (collectively, the “**Map Data**”). To the extent any vehicles, assets, mobile objects, or persons are tracked, routed, or managed using any Service, those vehicles, assets, mobile objects, or persons must be operating within the Permitted Territories. Use of Map Data is pursuant to additional terms and conditions of the applicable click-through end user license agreements, incorporated herein by reference (“**End User Terms**”) and made available to Buyer at <https://login.telogis.com/terms.html>. Buyer’s employees, agents, and contractors (who are not competitors of Telogis) may access the Service Website for Buyer’s business purposes. Buyer receives no title or ownership rights to such Service Website, Server Software, and Map Data. Except for the license granted in this Section, all right, title and interest in the Service Website, Server Software, and Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive property of Telogis or its licensors.

7. Restrictions on Use: Buyer acknowledges and agrees that the proprietary information and know-how, techniques, algorithms, and processes provided by or contained in the Service Website, Server Software, or Map Data, or any modification or extraction thereof, constitute trade secrets and confidential information of Telogis or its suppliers and shall only be used by Buyer in accordance with the terms and conditions of this Agreement. Therefore, Buyer shall protect such trade secrets and confidential information, and Buyer shall not modify, create derivative works of, copy, publicly display, publicly perform, resell, transfer, distribute, sublicense, or reproduce the Service Website, Server Software, or Map Data. Buyer shall not use the Service Website, Server Software, or Map Data to develop any other software, product, or service including any other software, product or service that is competitive with the Services, and shall not assist or permit any third party to do so. Buyer agrees that it shall not decompile, disassemble, or reverse engineer the Server Software or otherwise attempt to gain access to any underlying code used to implement or deploy the Service Website except and only to the extent as may be expressly permitted by applicable law and then only on prior written notice to Telogis. Buyer may not remove or obscure any proprietary rights notice provided on the Service Website, Server Software, and/or the Map Data.

8. Feedback: To the extent Buyer or Buyer's employees, agents, or contractors provides Telogis with any suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Services, the Server Software, Server Website, or Map Data (including any road condition or location information) or Telogis otherwise conceives of or creates any ideas, enhancements, improvements, or modifications to the Services, Server Software, Server Website, or Map Data (collectively, "**Feedback and Improvements**"), Telogis will be free to use and disclose such Feedback and Improvements without any restriction and Buyer shall procure that Buyer's employees, agents or contractors waive any moral rights that they may have in relation to such Feedback and Improvements.

9. Data: In the course of providing the Services, Telogis may receive or collect spatial data or data relating to Buyer's vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, names and ID numbers of employees, and addresses of customers ("**Collected Data**"). Notwithstanding any other provision, Telogis shall act as a secure processor of such Collected Data, shall keep the Collected Data secure and shall only process the Collected Data in accordance with this Agreement and Buyer's written instructions. Buyer agrees that (i) Telogis may retain and use Collected Data for purposes of providing the Services and conducting research and development, (ii) Telogis may share Collected Data with third party service providers to the extent the services are specified or requested by Buyer and other third parties providing services to Telogis or collaborating with Telogis, subject to obligation of confidentiality, and, (iii) Telogis may disclose Collected Data if required under applicable law, regulation or court order, and (iv) Telogis may use and share with third parties any Collected Data that is in aggregated or anonymized form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Telogis may transfer the Collected Data including personally identifiable data outside the European Union. Telogis will not keep the personally identifiable data for longer than is necessary under any applicable law. Buyer shall be responsible for ensuring that Telogis may collect, retain and use the Collected Data as described above and as may be instructed by Buyer, from time to time, by obtaining and maintaining consent from individuals who may be in vehicles located within and outside the Permitted Territories, or otherwise.

10. Wireless Service: Buyer may use the wireless service solely in connection with the Services within the Permitted Territories and will not otherwise misuse the wireless service (e.g., take the vehicle outside the Permitted Territories or insert the SIM card into another device). Without waiving any other rights and remedies available to Telogis, Telogis may charge Buyer an additional fee if Buyer uses the wireless service other than as permitted herein. Buyer shall pay any Taxes imposed by a government authority and/or other charges passed through by the carrier. Telogis reserves the right to change wireless service fees at any time upon 30 days prior notice. Telogis will not refund the value of unused bundled wireless services for time periods already billed. Buyer acknowledges and agrees that: (i) Buyer has no contractual relationship with the underlying wireless service carrier (the "**Carrier**") and Buyer is not a third party beneficiary of any agreement between Telogis and the Carrier; (ii) the Carrier shall have no legal, equitable, or other liability of any kind to Buyer and Buyer hereby waive any and all claims or demands therefor; (iii) the Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the wireless service; (iv) Telogis is not responsible for the quality or security of the wireless service; (v) the wireless service is for Buyer's use only and Buyer may not resell the wireless service to any other party; (vi) for purposes of determining which jurisdiction's taxes and other assessments to collect, applicable law requires Carrier to obtain a customer's place of primary use ("**PPU**") which must be its residential or business street address and which must be within a Carrier's licensed service area, and therefore (1) Telogis may need to provide Buyer's PPU when ordering wireless service on Buyer's behalf, (2) Buyer will provide Buyer's proper PPU when ordering wireless service in connection with this Agreement, (3) if Buyer doesn't provide Carrier with a PPU or if it falls outside Carrier's licensed service area, Carrier may reasonably designate a PPU within the licensed service area for Buyer, and (4) Buyer must live and have a mailing address within Carrier's owned network coverage area; and (vii) Carrier collects information about the approximate location of Carrier equipment in relation to Carrier's cell towers and the global positioning system ("GPS") and Carrier uses that information, as well as other usage and performance information also obtained from Carrier's network and the carrier equipment, to provide voice services and wireless data services and to maintain and provide Carrier's network and the quality of customers' wireless experience.

11. Internet Protocol and Other Addresses: Buyer obtains no proprietary interest in any addresses assigned for Buyer's use, and any addresses can be changed at any time upon notice of Telogis.

12. Termination: This Agreement and the Services may be terminated by Telogis, effective immediately, (a) if Buyer materially breaches any representation, warranty, covenant, condition or other term in this Agreement which remains uncured within thirty (30) days after written notice of such breach is given by Telogis to Buyer; (b) if (i) a voluntary petition in bankruptcy shall be filed by Buyer, or (ii) an involuntary petition in bankruptcy or petition alleging Buyer's insolvency or inability to pay debts when due in the ordinary course of business shall be filed against Buyer and is not dismissed within thirty (30) days, or (iii) a receiver shall be appointed for Buyer's assets and is not dismissed within thirty (30) days, or (iv) Buyer makes an assignment for the benefit of creditors, shall become insolvent, or shall be unable to pay Buyer's debts when

due in the ordinary course of business; (c) if Buyer materially breaches any representation, warranty, covenant, condition or other term in Buyer's agreement with Ford (the "**Ford Agreement**"); or (d) if Telogis receives a request from Ford to terminate this Agreement or the Services hereunder. There will be no refund upon early termination of the Services by Buyer or by Telogis or as permitted under this Agreement.

13. Disclaimer: (I) TELOGIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, BY STATUTE, COLLATERALLY OR OTHERWISE WITH RESPECT TO THE SERVICES (INCLUDING WIRELESS SERVICES), SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, ALERTS, OR REPORTS (INCLUDING HOURS OF SERVICE REPORTS), PROVIDED HEREUNDER, INCLUDING QUALITY, RELIABILITY, OR ACCURACY, (II) THE SERVICES (INCLUDING WIRELESS SERVICES), SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, AND COLLECTED DATA ARE PROVIDED "AS IS", AND (III) TELOGIS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, TERMS OR OTHER CONDITIONS OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND REASONABLE CARE AND SKILL. WITHOUT LIMITING THE FOREGOING, TELOGIS AND ITS SUPPLIERS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE, PERFORMANCE, ACCURACY, OR THE RESULTS OF THE USE OF THE SERVICES (INCLUDING WIRELESS SERVICES), SERVICE WEBSITE, SERVER SOFTWARE, MAP DATA, COLLECTED DATA, ALERTS, OR REPORTS (INCLUDING HOURS OF SERVICE REPORTS) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN ADVICE, REPRESENTATION OR INFORMATION PROVIDED BY TELOGIS OR ITS SUPPLIERS SHALL CREATE A WARRANTY OR BE OTHERWISE INCORPORATED INTO THIS AGREEMENT, AND BUYER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE, REPRESENTATION OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, TELOGIS SHALL HAVE NO OBLIGATION WHATSOEVER TO INDEMNIFY, DEFEND, OR HOLD BUYER HARMLESS FROM OR AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES (INCLUDING WIRELESS SERVICES), SERVICE WEBSITE, SERVER SOFTWARE, MAP DATA, COLLECTED DATA, ALERTS, OR REPORTS (INCLUDING HOURS OF SERVICE REPORTS), OR BUYER'S USE THEREOF.

14. Limitation of Liability: TELOGIS SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) CONSEQUENTIAL, INDIRECT OR SPECIAL LOSS OR DAMAGE; OR (B) ANY LOSS OF GOODWILL OR REPUTATION; (C) ANY ECONOMIC LOSSES (INCLUDING LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS); OR (D) THE COSTS OF PROCURING SUBSTITUTE SERVICES (INCLUDING WIRELESS SERVICES), MAP DATA, OR PROFESSIONAL SERVICES, IN EACH CASE WHETHER ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND HOWSOEVER INCURRED. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER.

15. Cap on Liability. SAVE AS PROVIDED IN SECTION 16, THE MAXIMUM LIABILITY OF TELOGIS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND EACH PART THEREOF, INCLUDING ITS EXECUTION AND PERFORMANCE; SHALL, IN RESPECT OF ANY ONE OR MORE EVENTS OR SERIES OF EVENTS (WHETHER CONNECTED OR UNCONNECTED) TAKING PLACE WITHIN ANY TWELVE MONTH PERIOD, BE LIMITED TO THE GREATER OF THE TOTAL AMOUNT RECEIVED BY TELOGIS FOR THE SERVICES IN SUCH PERIOD OR £1,000, WHICHEVER IS THE GREATER.

16. Exclusion from Limitation of Liability. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES ACTING IN THE COURSE OF THEIR DUTIES OR SHALL EXCLUDE OR LIMIT LIABILITY FOR FRAUDULENT MISREPRESENTATIONS.

17. Indemnity: Buyer will indemnify, defend, and hold harmless Telogis and its affiliates and suppliers and their officers, directors, employees, agents and contractors ("**Indemnified Entities**") from and against all damages, liabilities, expenses, and fees (including, without limitation, any civil regulatory fine or penalty) arising out of or in connection with any third party claim or suit asserted against the Indemnified Entities based on: (i) Buyer's use or misuse of the Services (including alerts and reports), Server Software, Map Data, or Collected Data including, without limitation, use of the Services, Server Software, Map Data, or Collected Data; (ii) any data received, processed, or transmitted by Telogis on Buyer's behalf; and (iii) Buyer's failure to provide any necessary notice to or receive consents from Buyer's employees, contractors, agents, customers, or regulators pursuant to Section 19 or Buyer's breach of Section 19, or Buyer's breach of this Agreement or Buyer's Ford Agreement; provided, however, that: (a) Buyer is promptly notified in writing of such claim or suit, (b) Buyer will have the sole control of the defense and/or settlement thereof, and (c) the Indemnified Entity furnishes to Buyer, on request, all relevant information available to the Indemnified Entity and, at Buyer's request and expense, reasonably cooperates in such defense. In addition, Buyer will reimburse Telogis for time spent by Telogis personnel and for any and all expenses including attorneys' fees incurred by Telogis in connection with responding to any subpoena, court order, production of documents, or testifying in a deposition, or otherwise cooperating with Buyer in any actual or potential claim or lawsuit involving Buyer.

18. Export Control: Buyer acknowledges that any technical information provided under this Agreement is subject to U.S. and other export laws and regulations, and Buyer agrees that Buyer will not export or transfer such technical information in violation of such laws and regulations. Each party shall comply fully with all relevant regulations of the U.S. Department of Commerce and with the U.S. Export Administration Act together with Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items and associated legislation to assure that the Services, Service Website, Server Software, Map Data, Collected Data, alerts, or reports are not exported in violation of U.S. or EU Member State law.

19. Compliance with Law: Each party will, at its own expense, comply with, all applicable law, statute, administrative order, or regulation. Notwithstanding the foregoing, to the extent Telogis processes any of Buyer's personal data in connection with Buyer's use of the Services in the European Union, in respect of each party's obligations under this Agreement, Telogis will

comply with EU data protection law as a processor and Buyer will comply with European Union data protection law as a controller. For the purposes of this clause, "processes", "personal data", "processor" and "controller" shall be as defined in the data protection directive (95/46/EC) and "EU data protection law" shall mean the national implementation of EU Directives (95/46/EC) and (2002/58/EC) and any supplemental or successive legislation. In addition, each party (including all of its directors, executive officers, agents, and employees) agrees to, in connection with the transactions contemplated by this Agreement or in connection with any other business transaction involving them, fully comply with: (1) the U.S. Foreign Corrupt Practices Act (FCPA), and (2) the provisions of any other applicable anti-corruption laws of another jurisdiction. Should either party learn of or have reason to suspect that a transaction of the sort prohibited above has occurred, the knowledgeable or concerned party will immediately advise the other in writing of such knowledge or suspicion. Moreover, to the extent required by applicable law or regulation, Buyer agrees to provide notice to and receive consents from all Buyer's employees, contractors, agents, and customers subject to the Service or collection of any personal information as set out in Section 9 of these terms and conditions (collectively, "**Data Subjects**"): (i) the nature of the Services, and (ii) Telogis' collection, use, transfer outside the European Union, and disclosure of their personal information as set out in Section 9 of this Agreement. Buyer will immediately forward to Telogis at privacy@telogis.com any communication from Data Subjects concerning the collection, transfer, and processing of their personal information. To the extent Buyer is using the Services as a tool to comply with applicable law or regulation, such as Hours-of-Service regulation, it is Buyer's responsibility to comply with such regulation. Any alerts and reports provided by Telogis are for Buyer's convenience only. While Telogis makes every effort to ensure that its system functions properly, those alerts and reports are based on data provided by Buyer and Buyer's personnel and interpretation of such law and regulation, Telogis cannot guarantee the accuracy or completeness of such alerts or reports. Telogis may discontinue any features or functionalities of the Services to the extent such features or functionalities are prohibited by applicable laws or regulations. To the extent any jurisdiction in the European Union prohibits tracking of employees or requires approval by regulators in order to track employees, it is Buyer's responsibility to comply with such laws.

20. Governing Law and Binding Arbitration: This Agreement and performance by the parties hereunder shall be construed in accordance with the laws England and Wales, without regard to provisions on the conflicts of laws. Before either party may initiate any legal action or proceeding or make a demand for arbitration, such party must notify the other party in writing of the dispute or controversy and make one or more of its executives available to meet with executives of the other party to attempt in good faith to resolve the dispute or controversy. If the dispute or controversy has not been resolved thirty (30) days after such notice is given, either party may initiate a legal action or proceeding or make a demand for arbitration in accordance with this Section, as applicable. Any dispute or controversy arising from or relating to this Agreement or the enforcement of any provision of this Agreement (other than any claim based on unauthorized use or disclosure of confidential information or infringement or misappropriation of intellectual property rights (an "**IP Claim**")) (collectively, a "**Dispute**"), shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("**LCIA**") Rules, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The parties may nominate the arbitrator by agreement within fifteen (15) days of the demand for arbitration being served, failing which the LCIA Court shall appoint the arbitrator notwithstanding that no arbitrator has been nominated by the parties. The seat, or legal place, of arbitration shall be London, United Kingdom. The arbitrator shall be experienced in the software industry and shall serve as a neutral, independent and impartial arbitrator. The arbitrator will require the non-prevailing party to pay for the costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party in connection with the arbitration. The results of the arbitration procedure will be considered confidential information of both parties. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the above, neither party will be required to arbitrate an IP Claim. With respect to an IP Claim only, Buyer and Telogis consent to the exclusive jurisdiction of, and venue in, the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Assignment: Telogis may assign this Agreement or any rights or obligations under this Agreement without Buyer's prior written consent. Buyer may not assign, sub-licence or sub-contract this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of Telogis. Any attempted assignment in violation of the foregoing is null and void. This Agreement will be binding upon and inure to the benefit of any permitted assigns and successors.

22. Waiver: All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

23. Force Majeure: Telogis shall not be in default by reason of any failure or delay in performance of its obligations if such failure or delay arises out of causes beyond the control (whether caused directly or indirectly) of Telogis. Such causes may include, but are not restricted to: Acts of God or of the public enemy; acts of government (including specifically but not exclusively any orders, rules, or regulations issued by any official or agency of any such government or changes in applicable laws or regulations) in either its sovereign or contractual capacity; riots; fires; earthquakes; floods; epidemics; quarantine restrictions; embargoes; strikes; labor difficulties; unusually severe weather; shortages in labor, fuel, materials and supplies; denial of service attacks, failure of internet or wireless service, or any combination thereof.

24. Severability: If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, or to cause this Agreement as a whole to be unenforceable, that provision or portion of this Agreement will be deemed modified to the extent necessary to make it and this Agreement as a whole enforceable and the remaining provisions or portions shall remain in full force and effect.

25. Equitable Relief: Buyer agrees that any actual or threatened misuse or misappropriation of the Services, Service Website, Server Software, or Map Data, or the infringement of any intellectual property or other proprietary rights of Telogis or its suppliers stemming from Buyer's use of the Services, Service Website, Server Software, or Map Data, would cause

irreparable injury to Telogis and its suppliers for which no adequate remedy at law exists; therefore, Buyer agrees that in addition to all other remedies available to Telogis, equitable remedies, including without limitation injunctive relief and specific performance, without the requirement of posting a bond (where applicable), are appropriate remedies to redress any of the foregoing. Telogis shall recover any out-of-pocket expenses incurred in seeking and enforcing any equitable remedies, including, without limitation, any legal expenses, including court costs and attorney's fees.

26. Further Assurance: Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under this Agreement.

27. Rights of Third Parties: Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date

Telogis, Inc.

Buyer:

By: 

By: _____

Name: _____

Title: _____

Date: _____

Name: Theodore Serentelos

Title: Chief Operations Officer

Buyer Legal Name: _____

Buyer Address: _____

Buyer Place of Incorporation: _____

Primary Contact Name: _____

Primary Contact Email: _____

Primary Contact Phone No.: _____