# ALK-Logo-smallALK TECHNOLOGIES, INC.

# INTERFACE PARTNER LICENSE AGREEMENT

This Agreement is entered into by and between ALK Technologies, Inc. (“ALK”), a New Jersey corporation with offices located at 1 Independence Way, Suite 400, Princeton, New Jersey 08540, U.S.A., and **Block Array Inc**, located at 50 East Main Street, Chattanooga, TN, 37408, USA.

1. **Purpose**. You and ALK are entering into this Agreement for purposes of (i) you interfacing certain ALK Products as described below in this Section 1 (the “ALK Products”) with your interfacing application(s), (ii) you and ALK publicizing and promoting the existence of said interface, and (iii) according to the commercial relationship specified in the Exhibits attached to this Agreement (the “Exhibits”), licensing the ALK Products and your interfacing application, and/or access thereto, to end customers.

**This Agreement permits you to license the following ALK Products**:

|  |  |  |  |  |  |
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|  | **PC\*MILER (Exhibit A)** |  | **PC\*MILER Web Services (Exhibit B)** |  | **ALK Maps (Exhibit C)** |

1. **Reference**. This Agreement is supplemental to the License Agreements for the ALK Products on the Exhibits, which are incorporated herein by reference. By signing below, you acknowledge you have read the Exhibits and agree to be bound by their respective terms. In the event of a discrepancy between the terms of this Agreement and the Exhibits, the terms of this Agreement shall have precedence.
2. **Acceptance**. You are deemed to have accepted the ALK Products upon receipt.
3. **Ownership and Relationship of Parties**. The ALK Products may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. ALK's rights apply to the ALK Products and all output and executables of the ALK Products, excluding any software components developed by you which do not themselves incorporate the ALK Products or any output or executables of the ALK Products. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these Terms of Use. ALK owns all rights, title, and interest in and to the ALK Products. These Terms of Use grant you no right, title, or interest in any intellectual property owned or licensed by ALK, including (but not limited to) the ALK Products and ALK trademarks.
4. **Use Limitations**. The license granted by this Agreement is for the uses explicitly specified in the Exhibits in return for your performance of duties and payment of fees specified in the Exhibits. This License does not extend to portable consumer devices which are marketed as (i) feature phones, (ii) smart phones, (iii) tablet devices, (iv) netbooks, (v) digital cameras, (vi) mobile internet devices, (vii) portable media player or (viii) computers mounted or operated in vehicles.
5. **Limitations on Mobile Communications**. Without limiting the generality of the foregoing, you may not transmit street-level driving directions determined through the use of the ALK Products through mobile communications systems such as Qualcomm, satellite, or cellular services or to mobile devices such as computers, handhelds, pagers, or telephones without first executing a written supplemental license agreement with ALK and paying the license fee that corresponds to the number and types of devices and systems to and through which transmission is to be permitted.
6. **Limitations on Disclosure**. You may disclose data (including distances) determined through the use of the ALK Products to trading partners for specific origin-destination moves for which you provide transportation services and use the data (including distances) determined through the use of the ALK Products as a basis for payment. You may not make any other disclosure of the ALK Products, including but not limited to program output, to anyone outside the legal entity that paid for and holds this license, without prior written permission of ALK. You acknowledge that the ALK Products, developed by or licensed to ALK are very valuable to ALK and its licensors, and their use or disclosure to third parties except as permitted by this license or by a written supplemental license agreement with ALK is strictly prohibited.
7. **Security**. You agree to take reasonable and prudent steps to safeguard the security of the ALK Products and to notify ALK immediately if you become aware of the theft or unauthorized possession, use, transfer or sale of the ALK Products licensed to you by ALK.
8. **Confidentiality and Non-Disclosure**.
   1. “Confidential Information” means any of the following information disclosed by one party to the other pursuant to this Agreement, whether or not so marked: (i) information concerning customers or received from customers, (ii) pre-release versions of each party’s products, (iii) information concerning each party’s planned products and features not yet released, (iv) business plans, marketing materials and strategies, and (v) details of this Agreement.
   2. Each party agrees to treat as confidential all Confidential Information of the other party, and shall not use such Confidential Information except as expressly permitted under this Agreement and shall not disclose such Confidential Information to any third party except as may reasonably be required pursuant to this Agreement and in any event subject to confidentiality obligations at least as protective as those set out in this Agreement. Without limiting the generality of the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, provided, however, that in no event shall such degree of care be less than reasonable in light of general industry practice. Notwithstanding the foregoing, neither party shall have any liability to the other party with regard to any Confidential Information of the other party which: (i) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver; (ii) was known to the receiver, without restriction, at the time of disclosure as shown by the files of the receiver in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the discloser; (iv) was independently developed by the receiver without any use of the Confidential Information; (v) becomes known to the receiver, without restriction, from a source other than the discloser without breach of this Agreement by receiver; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided in all cases however, that the receiver shall provide prompt notice thereof to enable the discloser to seek a protective order to otherwise prevent such disclosure.
   3. The parties to this Agreement acknowledge that any disclosure to third parties of Confidential Information may cause immediate and irreparable harm to the other party.
9. **Effective Date, Term and Termination**.
   1. This Agreement is effective on the date when the signature of the last party to sign has been obtained.
   2. If you subscribe for traffic data, the initial term of this Agreement shall be for a period of **one (1) year** with respect to any traffic data subscription and your traffic data subscription shall renew for further **one (1) year** periods unless either party gives written notice of termination to the other not less than ninety (90) days before the end of the initial or any renewal term, or unless terminated earlier according to the provisions of this Section 10.
   3. With respect to all ALK Products other than traffic data, the initial term of this Agreement shall be for a period of **one (1) year** and shall renew for further **one (1) year** periods unless either party gives written notice of termination to the other not less than ninety (90) days before the end of the initial or any renewal term, or unless terminated earlier according to the provisions of this Section 10.
   4. This Agreement may also be terminated by either party at any time upon any of the following events:
      1. Mutual agreement by the parties;
      2. If you seek an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, or a composition with or assignment for the benefit of creditors, or dissolution or liquidation, or if proceedings under any bankruptcy or insolvency law are commenced against you and are not discharged within thirty (30) calendar days;
      3. If you materially breach any terms, conditions, use limitations, payment obligations, or any other terms of this Agreement. For the avoidance of any doubt, failure to comply with obligations under Sections 5 or 18 of this Agreement shall constitute a material breach; and
      4. Upon expiration of any written license agreement between you and ALK which is an Exhibit to this Agreement.
   5. You acknowledge and agree that, no earlier than thirty (30) days following receipt of the notice of termination, ALK may immediately deactivate your account, and no earlier than sixty (60) days following receipt of notice of termination, ALK may immediately delete all of your related data and files in such account. ALK will not be liable to you or to any third party for any termination of your access or deletion of data of any kind arising from such termination.
10. **Obligations on Termination**. Termination or expiration of this Agreement shall not be construed to release you from any obligations that existed prior to the date of such termination or expiration.
11. **Warranties**. ALK represents and warrants that:
    1. Limited Warranty as to Virus Control. ALK hereby warrants that to the best of its knowledge there is no virus in any portion of the ALK Products and that it has used commercially reasonable efforts to ensure that the ALK Products are free of computer viruses and has undergone virus checking procedures consistent with industry standards. The term "virus" as used hereunder means any computer code designed to (a) disable, disrupt or damage your use of the ALK Products or your computer or network or (b) damage or destroy any data or files residing on your computer system without your consent.
    2. Except for the limited warranty provided in the preceding paragraph of this Section 12, ALK DOES NOT REPRESENT OR WARRANT THAT THE ALK PRODUCTS ARE OR WILL BE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. THE ALK PRODUCTS ARE PROVIDED "AS IS" AND ALK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOUR USE OF THE ALK PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE ALK PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. IN NO EVENT SHALL ALK OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE OF THE FURNISHING, FUNCTIONING OR USE OF ANY ITEM OF SOFTWARE, DATA OR SERVICES PROVIDED FOR IN THIS AGREEMENT. IN THE EVENT THAT A COURT OF PROPER JURISDICTION DETERMINES THAT THE DAMAGE LIMITATIONS SET FORTH ABOVE ARE ILLEGAL OR UNENFORCEABLE THEN, IN NO EVENT SHALL DAMAGES EXCEED THE CONTRACT PRICE. THIS WARRANTY SHALL NOT ACCRUE TO THE BENEFIT OF THIRD PARTIES OR ASSIGNEES.
    3. THE ALK PRODUCTS MAY CONTAIN INACCURATE, INCOMPLETE OR UNTIMELY INFORMATION DUE TO THE PASSAGE OF TIME, CHANGING CIRCUMSTANCES, SOURCES USED AND THE NATURE OF COLLECTING COMPREHENSIVE GEOGRAPHIC DATA, ANY OF WHICH MAY LEAD TO INCORRECT RESULTS. suggested routings and traffic data DETERMINED BY THE ALK PRODUCTS are provided without a warranty of any kind. YOU ASSUME FULL RESPONSIBILITY FOR ANY DELAY, EXPENSE, LOSS OR DAMAGE THAT MAY OCCUR AS A RESULT OF THEIR USE. YOU SHALL HAVE NO RECOURSE AGAINST CANADA, WHETHER BY WAY OF ANY SUIT OR ACTION, FOR ANY LOSS, LIABILITY, DAMAGE OR COST THAT MAY OCCUR AT ANY TIME, BY REASON OF POSSESSION OR USE OF NATURAL RESOURCE CANADA DATA.
12. **Hold Harmless and Indemnity**. To the maximum extent permitted by applicable law, you agree:
    1. to hold harmless and indemnify ALK and its parent, subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claim arising from or in any way related to your use of the ALK Products, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. ALK shall use good faith efforts to provide you with written notice of such claim, suit or action; and
    2. to indemnify Canada and its officers, employees, agents and contractors from all claims alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of your possession or use of Natural Resources Canada data.
13. **Disclosure for Products Containing Historical or Real-time Traffic Data**. Traffic data, including historical traffic data, is licensed as a subscription service which must be renewed annually for continued use. ALK and its licensor(s) will use commercially reasonable efforts to make traffic data available at least 99.5% of the time each calendar month, excluding minor performance or technical issues as well as downtime attributable to necessary maintenance, and Force Majeure.
14. **Limitation of Liability**. ALK SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE ALK PRODUCTS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT ALK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL ALK BE LIABLE TO YOU FOR ANY AMOUNT.
15. **Force Majeure**.Neither party shall be in breach of this Agreement in the event it is unable to perform its obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, VIRUS ATTACK, HACKER ATTACK, DENIAL OF SERVICE ATTACK, the failure or substantial failure of the Internet or any portion thereof, or other reasons or conditions beyond its reasonable control, not including the failure to make payments required by this Agreement.
16. **Interface Partner Duties**.
    1. You agree that in integrating the ALK Products with your interfacing application, and in marketing the ALK Products to end customers, you will abide by the terms and conditions of this Agreement. You agree to integrate the ALK Products with your application and market the integrated application to end customers pursuant to the terms and conditions of this Agreement.
    2. You agree to conspicuously display ALK’s copyright and trademark notices on all versions of your interfacing application into which the ALK Products has been integrated.
    3. You agree: (i) to post on each other’s internet websites appropriate references to the integration of the ALK Products with the interfacing application(s); (ii) to announce in a press release the integration of the ALK Products with the interfacing application(s); (iii) to participate in joint marketing efforts, the nature and scope of which will be mutually agreed upon; (iv) to educate potential customers regarding the value of the other party’s products and services; and (v) to recommend the other party’s products and services as each party sees fit, subject to the recommending party conducting a good faith review and/or other reasonable due diligence regarding such products and services. You agree to use commercially reasonable efforts in carrying out the foregoing.
    4. The parties expressly agree that each party shall be responsible for its own costs and expenses under this Agreement and that neither party shall have any obligation to reimburse the other party for said costs and expenses.
    5. Each party (i) acknowledges that the other party will necessarily have to utilize its trademarks in performance of the foregoing; (ii) agrees that it will utilize the other party’s trademarks only in such manner and form as is approved by the owning party, and only in a manner that is positive to the interests of the owning party; and (iii) agrees that it shall not unreasonably withhold or delay approval to the other party of the manner or form in which its trademarks may be used.
    6. During the term of this Agreement, each party agrees to: (i) provide support services for its application(s) to its end customers; (ii) refer to the other party any issues or problems reported by its end customers that concern the other party’s application; and (iii) work together to analyze and resolve any issues reported by end customers concerning the performance of the ALK Products with your interfacing application.
    7. During the term of this Agreement, you agree to test and certify that your interfacing application(s) work with each update to the ALK Products provided to you by ALK pursuant to this Agreement within six (6) months of your receipt of said update.
    8. Within 30 days of each annual anniversary of this Agreement, you agree to provide ALK with a report that lists the name and contact information of each customer using the ALK Products on your interfacing application.
    9. Each party shall appoint a person who will act as the primary contact person in discussing, authorizing and approving matters relating to interface partner duties.
17. **Intellectual Property Rights**.
    1. “Intellectual Property Rights” shall mean any and all patents, trademarks, and copyrights of the parties to this Agreement.
    2. ALK warrants it owns all rights, title and interest in and to the ALK Products including all Intellectual Property Rights therein or has secured the right to use and license the intellectual property of others that may be incorporated therein, and you warrant that you own all rights, title and interest in and to the interfacing application including all Intellectual Property Rights therein or have secured the right to use and license the intellectual property of others that may be incorporated therein. Each party acknowledges that all Intellectual Property Rights (i) are and shall remain the exclusive property of the respective party to this Agreement or its third party licensors and neither the other party nor any End Users or prospective End Users shall have any right title or interest therein other than as expressly set out in this Agreement; (ii) are entitled to protection under applicable laws protecting Intellectual Property Rights; and (iii) are valuable assets, trade secrets and proprietary rights of the respective parties.
18. **Price and Terms**.
    1. The fees to be paid by you to ALK for use of the ALK Products are specified in the Exhibits.
    2. If you generate a high volume of transactions, ALK reserves the right to change the fees for future use of or limit access to the ALK Products in ALK’s sole discretion. If you anticipate generating a high volume of transactions, please contact ALK for information on licensing the ALK Products to address your needs.
    3. Traffic data, including historical traffic data, is licensed as a subscription service which must be renewed annually for continued use. Renewal of traffic data is not included unless a “Traffic” subscription is explicitly listed in the Exhibits.
    4. Payment terms are net 30 days from date of invoice.
    5. Failure to pay any fee when due, not remedied within thirty (30) days of receipt of past due notice, or a notice of termination pursuant to Section 10 of this Agreement, will terminate this Agreement and will require the removal and return of all installed the ALK Products covered by this Agreement.
    6. If you are not satisfied with any of the ALK Products, you may remove and return such ALK Product within thirty (30) days of receipt for a refund of the price paid.
19. **General Terms**.
    1. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the Agreement, you and ALK shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. Neither party shall have any authority to assume or create any obligation for or on behalf of the other party, express or implied, and neither party will attempt to bind the other party to any contract.
    2. Invalidity of Specific Terms. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of such documents remain in full force and effect.
    3. Choice of Law and Venue. This Agreement shall be construed and applied in accordance with the laws of the State of New Jersey. The Courts of the State of New Jersey shall be the exclusive forum for all actions or interpretation pertaining to this Agreement. Any amendments or addenda to this Agreement shall be in writing executed by all parties hereto. This is the entire Agreement between the parties and supersedes any prior or contemporaneous agreements or understandings. Should any provision of this Agreement be found to be illegal or unenforceable, then only so much of this Agreement as shall be illegal or unenforceable shall be stricken and the balance of this Agreement shall remain in full force and effect.
    4. No Waiver of Rights by ALK. ALK's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.
    5. Heading Titles. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the Agreement. Any construction or interpretation to be made of the Agreement shall not be construed against the drafter. The Agreement constitutes the entire agreement between ALK and you with respect to the subject matter hereof.
    6. Non-Transferability. This license is personal to you and you may not assign or transfer it to any third party without ALK’s prior written consent and any such purported assignment shall be void.
    7. Advertising and Publicity. Both parties agree not to advertise or publicize your use of the ALK Products without first submitting a draft of the proposed advertisement or press release to the other party for their written approval, which shall not be unreasonably delayed or withheld.
    8. Security. Both parties agree to take reasonable and customary measures common in the IT industry to secure their systems from virus, hacker, and denial of service attacks, and you agree that ALK may immediately slow down or cut off service to you if necessary to temporarily halt an attack originating with or through you until such time as you take corrective action.
    9. Third Party Software. You understand that the use of the ALK Products requires the use by you of software produced by third parties and you agree that ALK takes no responsibility therefore.
    10. Data Transmission. You understand that the use of the ALK Products involves the transmission of your data over the Internet and over various networks, only part of which may be owned or operated by ALK, and that ALK takes no responsibility for data which are lost, altered, intercepted or stored without your authorization during the transmission of any data whatsoever across networks not owned or operated by ALK.
    11. Limitations on Export. You hereby expressly agree not to export the ALK Products, in whole or in part, or any data derived therefrom, in violation of any export laws or regulations of the United States.
    12. Execution Method. The parties agree that this Agreement may be executed in two or more counterparts exchanged by electronic methods such as (but not limited to): (i) attaching the scanned Agreement including executed signature page(s) to e-mail or similar communications, or (ii) transmitting facsimile copies of the Agreement including executed signature page(s), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties stipulate that a copy of the executed Agreement originally exchanged by such electronic methods will be admissible in evidence for all purposes in any proceeding between the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement:

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| --- | --- | --- |
| Block Array Inc |  | **ALK Technologies, Inc** |
| Company Name |  |  |
| By: |  | By: |
| Authorized Signature |  | Authorized Signature |
|  |  |  |
| Printed Name |  | Printed Name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Date |  | Date |

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**EXHIBIT B**

**PC\*MILER WEB SERVICES**

**LICENSE AGREEMENT**

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| --- | --- |
| **Date:** | May 16, 2019 |
| **Company Name:** | Block Array Inc |
| **Contact Name:** | Micah Osborne |
| **Company ID or Order #:** | 133892 |

1. **Grant of License**. Subject to the terms, conditions, use limitations and payment of fees as set forth in the ALK Technologies, Inc. Interface Partner Agreement (the “Agreement”) to which this Exhibit B is attached and the supplemental terms set forth herein, ALK Technologies, Inc. grants you a license (the “License”) to install and use, on computers operated and controlled by you, PC\*MILER Web Services (“PC\*MILER”) interfaced to your hosted interfacing applications listed below. Licensed uses and restrictions provided to you for your use of PC\*MILER may change from time to time and you acknowledge that the provision of any service at any given point in time does not constitute a promise by ALK to continue to provide such service in the future.
2. **Access Rights and Usage**.
   1. You may use PC\*MILER and any updates provided by ALK. Your license to PC\*MILER under the Agreement continues until it is terminated by either party in accordance with the Agreement.
   2. You may not:
      1. use PC\*MILER in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Agreement;
      2. use PC\*MILER for the purposes of any automated vehicle control system, nor for any driver-assisted navigation system that presents individual turning maneuvers to end users synchronized with the end user’s position more precisely than one (1) mile or one (1) minute . You understand that PC\*MILER is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which ALK is not responsible;
      3. sell, lease, sublicense or otherwise transfer PC\*MILER or access thereto without ALK's prior, express, written permission;
      4. use PC\*MILER in a manner that exceeds reasonable request volume or constitutes inefficient, excessive or abusive usage, defined as submitting, in any hour, requests that exceed (a) monthly contracted transaction volume divided by eighty (80), or (b) fifteen thousand (15,000) requests, whichever is greater; or
      5. cache routes produced or derived from the Product, or fail to clear from memory within forty-eight (48) hours any cache of routes made in disregard of this requirement without specifically licensing such use from ALK;
      6. extract and publish, or allow other users to extract and publish, any substantial percentage of the data contained in or produced by PC\*MILER, not to exceed the percentage that would constitute “fair use” under copyright law, unless each recipient of such data is currently licensed for that data by ALK.
3. **Operating Hours**.
   1. ALK shall operate PC\*MILER 24 hours a day, 7 days a week, 365 days a year, subject to the limitations set forth in this section, during the term of this agreement.
   2. ALK shall operate PC\*MILER so that scheduled maintenance will not normally result in PC\*MILER interruption. If scheduled maintenance requires PC\*MILER interruption, ALK will provide a minimum of 7 days’ prior written notice, and will use commercially reasonable efforts to perform such maintenance with the minimum interruption time. Scheduled maintenance along with Force Majeure events and Security events defined in Section 14 and Section 20(h) of the Agreement shall be considered “Excused Outages.”
   3. Not including Excused Outages, ALK’s uptime commitment is 99.5%.
4. **Technical Support**.
   1. ALK shall provide technical support services, including the correction of Errors or Defects, for PC\*MILER during ALK’s standard business hours (9 a.m. to 5 p.m. EST, Monday through Friday, excluding U.S. holidays).  “Errors or Defects” shall mean the failure of PC\*MILER to operate in substantial conformity with the PC\*MILER documentation.  Support for PC\*MILER will be limited to the then current version of PC\*MILER and related data, provided, however, that ALK will support prior versions of PC\*MILER to the extent separately licensed from ALK.  ALK may release periodic data and software updates and enhancements for PC\*MILER from time to time.  ALK shall notify you by electronic mail within 7 days of each update release and enhancement release.
   2. You may report suspected Errors or Defects to ALK by electronic mail, website, or telephone. ALK will, upon receipt of your report, seek to identify the cause of the reported problem and, if the problem is determined by ALK to result from an error or defect in PC\*MILER, ALK shall use commercially reasonable efforts to correct such reported Error or Defect.
   3. ALK shall make available for your use during the term of this Agreement, at no additional charge, all standard updates and enhancements to PC\*MILER where such updates and enhancements are generally made available without charge to ALK’s other customers of PC\*MILER.
   4. ALK shall not be obligated to provide support under this Agreement if such services are required because of (i) use by you that is inconsistent with this Agreement or the PC\*MILER documentation, (ii) incorrect or incomplete data or input provided by you, or (iii) causes external to PC\*MILER.
5. **Commercial Relationship**.

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| **Special License for:**  **Development, Testing and/or Evaluation** | **Permitted Usage:**  **Development and testing** of an interface between PC\*MILER Web Services and a web services application, Block Array  **Feature Option Level:**  Premium  **Licensed Regions**  North America  **Transaction Limit**  A reasonable number of transactions for the purposes set forth above. You agree to contact ALK prior to conducting “stress testing” or “capacity testing” and to schedule such testing at a date and time agreed to by ALK and to use a non-production IP address if so designated by ALK.  **Terms and Conditions**  You will receive one PC\*MILER web services login account from ALK for each feature level checked above, that your employees and information technology contractors may use for development, testing, demonstration, and support purposes at no charge throughout the term of this Agreement. You agree that you will not provide any access to PC\*MILER to your customers, either directly or indirectly, using such login accounts.  ALK will contract separately with each of your customers that wants access to PC\*MILER web services through your application, and either the end customer or ALK will provide you with a PC\*MILER web services login account for you to use to connect your application to PC\*MILER for that customer. |

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**EXHIBIT C**

**ALK MAPS® LICENSE AGREEMENT**

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| **Date:** | May 16, 2019 |
| **Company Name:** | Block Array Inc |
| **Contact Name:** | Micah Osborne |
| **Company ID or Order #:** | 133892 |

1. **Grant of License**. Subject to the terms, conditions, use limitations and payment of fees as set forth in the ALK Technologies, Inc. Interface Partner Agreement (the “Agreement”) to which this Exhibit C is attached and the supplemental terms set forth herein, ALK Technologies, Inc. grants you a license (the “License”) to install and use, on computers operated and controlled by you, ALK Maps (“ALK Maps”) interfaced to your hosted interfacing applications listed below. Licensed uses and restrictions provided to you for your use of ALK Maps may change from time to time and you acknowledge that the provision of any use or restriction at any given point in time does not constitute a promise by ALK to continue to provide such use or restriction in the future.
2. **Access Rights and Usage**.
   1. You may use PC\*MILER and any updates provided by ALK. Your license to PC\*MILER under the Agreement continues until it is terminated by either party in accordance with the Agreement.
   2. You may not:
      1. use ALK Maps in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this Agreement;
      2. use ALK Maps for the purposes of any automated vehicle control system, nor for any driver-assisted navigation system that presents individual turning maneuvers to end users synchronized with the end user’s position more precisely than one (1) mile or one (1) minute . You understand that ALK Maps is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which ALK is not responsible;
      3. sell, lease, or sublicense ALK Maps or access thereto without ALK's prior, express, written permission;
      4. use ALK Maps in a manner that exceeds reasonable request volume or constitutes inefficient, excessive or abusive usage, defined as submitting, in any hour, requests that exceed (a) monthly contracted transaction volume divided by eighty (80), or (b) fifteen thousand (15,000) requests, whichever is greater;
      5. use ALK Maps in a manner that automatically refreshes the end user’s screen more than once every 60 seconds;
      6. extract and publish, or allow other users to extract and publish, any substantial percentage of the data contained in or produced by ALK Maps, not to exceed the percentage that would constitute “fair use” under copyright law, unless each recipient of such data is currently licensed for that data by ALK;
      7. cache routes produced or derived from ALK Maps, or fail to clear from memory within forty-eight (48) hours any cache of routes made in disregard of this requirement without specifically licensing such use from ALK;
      8. use ALK Maps to track vehicles or other mobile assets without specifically licensing for such use from ALK;
      9. use ALK Maps to display routes created by a commercial routing application created by an entity other than ALK without specifically licensing such use from ALK;
      10. use routing produced or derived from ALK Maps with a commercial mapping application created by an entity other than ALK without specifically licensing such use from ALK;
      11. display information produced or derived from ALK Maps without including attribution to “ALK Maps” and other copyright and proprietary rights notices of ALK and its licensors, if any, on same screen display;
      12. use ALK Maps as part of an application that competes with PC\*MILER Web Services, ALK Maps or any other ALK product; or
      13. cause any of the foregoing to occur.
   3. As a licensed developer for ALK Maps, YOU SHALL:
      1. integrate ALK Maps with your application and market the integrated application to end customers pursuant to the terms and conditions of this Agreement;
      2. conspicuously display ALK’s copyright and trademark notices on all versions of your application into which ALK Maps has been integrated;
      3. provide support services for your application(s) to your end customers;
      4. refer to ALK any issues or problems reported by your end customers that concern ALK Maps, then work together with ALK to analyze and resolve any issues reported by end customers concerning the performance of ALK Maps with your integrating application;
      5. test and certify that your integrating application(s) work with each update to ALK Maps provided to you by ALK pursuant to paragraph 7 of this Agreement within six (6) months of your receipt of said update;
      6. provide ALK with a user ID unique to you so that ALK has the ability to track the usage of ALK Maps by you or your end-users on the ALK servers and to audit the usage of your application and its functionality from time to time;
      7. specifically describe the full functionality of your integrating application on Exhibits A and B to this Agreement, as applicable, which you must amend by written notice to ALK no later than thirty (30) days after releasing any increase or other change in functionality;
      8. limit your web-based integrating application to a single URL, which you must register with ALK;
      9. receive unique development credentials for ALK Maps, which shall be used exclusively for internal development, testing and evaluation purposes only. These unique development credentials shall not be shared with third parties (including end users). End users shall receive unique production credentials for ALK Maps once properly licensed with ALK for access to ALK Maps; and
      10. not act in a manner that prevents any of the foregoing obligations from taking effect.
3. **Operating Hours**.
   1. ALK shall operate ALK Maps 24 hours a day, 7 days a week, 365 days a year, subject to the limitations set forth in this section, during the term of this agreement.
   2. ALK shall operate ALK Maps so that scheduled maintenance will not normally result in ALK Maps interruption. If scheduled maintenance requires ALK Maps interruption, ALK will provide a minimum of 7 days’ prior written notice, and will use commercially reasonable efforts to perform such maintenance with the minimum interruption time. Scheduled maintenance along with Force Majeure events and Security events defined in Section 17 of the Agreement shall be considered “Excused Outages.”
   3. ALK Maps Service Level Commitment: Not including Excused Outages, ALK’s uptime commitment for ALK Maps is 99.5%.
4. **Technical Support**.
   1. ALK shall provide technical support services, including the correction of Errors or Defects, for ALK Maps during ALK’s standard business hours (9 a.m. to 5 p.m. EST, Monday through Friday, excluding U.S. holidays).  “Errors or Defects” shall mean the failure of ALK Maps to operate in substantial conformity with the ALK Maps documentation.  Support for ALK Maps will be limited to the then current version of ALK Maps and related data, provided, however, that ALK may support prior versions of ALK Maps and related data to the extent separately licensed from ALK.  ALK may release periodic data and software updates and enhancements for ALK Maps from time to time.  ALK shall notify you by electronic mail within 7 days of each update release and enhancement release.
   2. You may report suspected Errors or Defects to ALK by electronic mail, website, or telephone. ALK will, upon receipt of your report, seek to identify the cause of the reported problem and, if the problem is determined by ALK to result from an error or defect in ALK Maps, ALK shall use commercially reasonable efforts to correct such reported Error or Defect.
   3. ALK shall make available for your use during the term of this Agreement, at no additional charge, all standard updates and enhancements to ALK Maps where such updates and enhancements are generally made available without charge to ALK’s other customers of ALK Maps.
   4. ALK shall not be obligated to provide support under this Agreement if such services are required because of (i) use by you that is inconsistent with this Agreement or the ALK Maps documentation, (ii) incorrect or incomplete data or input provided by you, or (iii) causes external to ALK Maps.
5. **Commercial Relationship**.

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| **Special License for: Development and Testing**  **You host your interfacing application and ALK hosts PC\*MILER.**  **You and ALK invoice common customers separately.** | **Permitted Usage** (check all that apply)  **Development and Testing** of an interface between ALK Maps and a web services application, **SmartSCM**.  **Permitted Functionality**  Premium (requires active Web Services Premium License)  Premium: ALK Maps may be used within a single application for pre-planning through execution. ALK Maps may be used for optimization, rate calculation, load matching, driver pay, fuel tax, log audit and other similar reporting functions. ALK Maps may also be used for visualization after the planned route is executed and for internal tracking of assets.  **Transaction Limit**  A reasonable number of transactions for the purposes set forth above. You agree to contact ALK prior to conducting “stress testing” or “capacity testing” and to schedule such testing at a date and time agreed to by ALK and to use a non-production IP address if so designated by ALK.  **Terms and Conditions**  You will receive one ALK Maps login account from ALK for each feature level checked above, that your employees and information technology contractors may use for development, testing, demonstration, and support purposes at no charge throughout the term of this Agreement. You agree that you will not provide any access to ALK Maps to your customers, either directly or indirectly, using such login accounts.  ALK will contract separately with each of your customers that wants access to ALK Maps through your application, and either the end customer or ALK will provide you with a ALK Maps login account for you to use to connect your application to ALK Maps for that customer. |