



Traffic Services Evaluation Agreement [eSite, Inc.]

This INRIX® Traffic Services Evaluation Agreement (this "Agreement") is effective as of September 1 2014 (the "Effective Date"), and is between **INRIX, INC.**, a Delaware corporation ("INRIX"), and eSite Inc., a South Carolina corporation ("Company"). INRIX and Company are individually referred to as a "party", and collectively as the "parties".

BUSINESS TERMS

1. BUSINESS AND TECHNICAL CONTACTS

| INRIX Business Contact | INRIX Technical Contact |
|---|---|
| Kevin Foreman INRIX, Inc. 10210 NE Points Drive, Suite 300 Kirkland, WA 98033 USA Email: Kevinf@inrix.com Phone: (+1) 206-240-2518 Fax: (+1) 425.284.3879 | Support INRIX, Inc. 10210 NE Points Drive, Suite 400 Kirkland, WA 98033 USA Email: support@inrix.com Phone: (+1) 425.284.3870 |
| Company Business Contact | Company Technical Contact |
| Name: <u>Scott D. Love</u> Address: <u>528 Johnnie Dodds Blvd, #201</u> Address: <u>Mt. Pleasant, SC 29464</u> Email: <u>love@esiteanalytics.com</u> Phone: <u>843 881 7203</u> | Name: <u>Scott D. Love</u> Address: <u>528 Johnnie Dodds Blvd, #201</u> Address: <u>Mt. Pleasant, SC 29464</u> Email: <u>love@esiteanalytics.com</u> Phone: <u>843 881 7203</u> |

2. SCOPE AND FEES. As hereafter detailed in (and subject to the terms and conditions and other provisions of) this Agreement, INRIX agrees to license certain proprietary, traffic-related data expressly set forth in Exhibit A (the "INRIX Data") to Company on a NON-EXCLUSIVE, restricted and revocable basis for evaluation as set forth in Exhibit A, to Company's first six (6) beta customers for 40% of the price of whatever amount the Company's beta customer pays to Company. The INRIX Data and all related documentation and information provided by INRIX will be used only for the limited purpose of evaluation hereunder, and will not be used for any other purpose, or in any manner adversarial to INRIX.

3. TERM. This Agreement will commence on the Effective Date and continue until the end of calendar year 2014 thereafter (the "Agreement Term"), at which point it shall expire unless otherwise extended by INRIX, at its sole election. INRIX may terminate this Agreement, or suspend the delivery of data hereunder, for cause at any time if Company breaches this Agreement, or without cause at any time for whatever reason.

4. MISCELLANEOUS. This Agreement will be interpreted in accordance with the laws of the State of Washington USA, excluding conflict of laws provisions. Neither party will use the name of the other party in any publicity, without the prior written consent of that other party. This Agreement, comprised of these business terms and the attached Exhibit A - Markets and Service Description, and Exhibit B - Evaluation Standard Terms, constitutes the entire agreement between the parties, and supersedes all prior drafts, negotiations, agreements and understandings (verbal or written) with respect to the subject matter of this Agreement. No modification of this Agreement will be deemed valid unless it is in writing and signed by a corporate officer of the parties. THIS AGREEMENT WILL ONLY BE BINDING WHEN SIGNED BY BOTH PARTIES IN THE BLANKS IMMEDIATELY BELOW. PDF SIGNATURES, AND PDF COPIES WITH SIGNATURES, WILL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES.

COMPANY: ESITE, INC.

INRIX, INC.

Signature: Scott D. Love
Name: Scott D. Love
Title: COO / CFO
Date: 9/9/2014

Signature: _____
Name: Kevin Foreman
Title: GM, GeoAnalytics

EXHIBIT A – MARKETS AND SERVICE IDENTIFICATION

- 1. INRIX DATA.** The INRIX Data is comprised of the INRIX traffic data and information that may be provided hereunder to Company by INRIX from time to time through INRIX's connected services application program interfaces ("**API**") in the INRIX Developers Zone. The INRIX Data will be provided by INRIX for only the following INRIX markets as available: USA, and such other markets as may be hereafter agreed upon in writing by the parties. In making requests to the INRIX connected services API, Company may, from ONE (1) data center, make multiple simultaneous requests for the INRIX Data so long as each individual request does not exceed ONE THOUSAND (1,000) Traffic Messaging Channel location codes ("**TMC's**"), and the same data center is not requesting any of the same TMC's more than once every FIVE (5) minutes.
- 2. CUSTOMER DEMO.** As part of the INRIX Data, INRIX will provide access to its proprietary customer demo in order to help visualize traffic services hereunder. Such demo is still under development, as is provided "AS IS" with no user documentation or additional markets. Company must limit internal distribution on a "need to know" basis, as INRIX offers no support for this particular application.
- 3. EVALUATION LICENSE.** INRIX hereby grants to Company, during the Agreement Term and subject to the provisions of this Agreement, a non-exclusive, non-assignable, non-transferable, non-sublicensable, restricted and revocable license to use the INRIX Data for the sole purpose of internal evaluation by Company of the commercial potential of the INRIX Data during the Agreement Term. Company agrees to keep the original and all copies of the INRIX Data under the complete control of the Company, and to store such data separate and apart from all Company data and information, and only on Company-owned hardware. Company will act reasonably and in good faith in performing this Agreement, comply with all applicable laws and regulations, and in no event use the INRIX Data for revenue-generating or any non-evaluation purposes, or for merger with or incorporation into any Company data or products. The INRIX Data shall not be used by Company for data, service or product comparisons or benchmarking of any kind. Promptly upon expiration or termination of this Agreement, Company will cease using all INRIX Data, and will return to INRIX, or destroy, all originals and all copies of the INRIX Data and other materials provided by INRIX under this Agreement, and also certify such return or destruction (and such limited use for evaluation purposes only) in a reasonable and customary certificate provided by INRIX.
- 4. EVALUATION RESULTS.** Prior to initiating any "ground-truth" evaluation or testing hereunder, Company will provide INRIX, in writing, with the methodology details of its proposed evaluation and/or testing, and discuss best-practices methodology with INRIX's technical staff. Company will, at the end of such evaluation and/or testing (or the end of the Agreement Term, whichever occurs earlier), promptly provide INRIX with copies of the results of such evaluation. As set forth in Exhibit B, Company will keep all matters relating to this Evaluation Agreement, including the results of its evaluation hereunder, in strictest of confidence. Both during the Term of this Agreement and for the confidentiality period thereafter, Company will not comment upon, or disclose the results of, any evaluation and/or testing hereunder to ANY third party, including to the media, or to any customer or prospective customer – or any competitor – of INRIX.

- END OF EXHIBIT A -

EXHIBIT B – EVALUATION LICENSE STANDARD TERMS

1. CONFIDENTIALITY. Company agrees, during the Agreement Term and for a period of THREE (3) years thereafter, to treat the INRIX Data and all related documentation and information (as well as the terms of this Agreement) as strictly confidential, and to take all reasonable and necessary steps to maintain their confidentiality. Company will also treat all INRIX Data as proprietary to INRIX, and will prevent unauthorized use both during and after the Agreement Term. Company will protect all performance data, feedback, and other information obtained through evaluation of the INRIX Data as INRIX' confidential and proprietary information. Company will not disassemble, decompile or otherwise reverse engineer any data or materials received from INRIX, or create any derivative works whatever.

2. OWNERSHIP/ASSIGNMENT. INRIX and its suppliers own, and will continue to own, all right, title, and interest (including all intellectual property rights) in and to the INRIX Data, related documentation and demos, and derivations therefrom. Nothing in this Agreement will be deemed to grant, transfer or assign to Company any right, title, interest or ownership of the INRIX Data or any other INRIX proprietary materials or technology, all of which is hereby expressly reserved by INRIX or its suppliers. Company will not assign, subcontract or otherwise transfer its rights or obligations under this Agreement. If the INRIX Data or any portion thereof are modified, merged, incorporated or combined into any software, hardware, or other data, all such data will continue to be subject to the provisions of this Agreement, and INRIX will retain ownership of all such INRIX Data, and all such portions. Company will indemnify INRIX from any and all claims, demands, liabilities, expenses and damages, including reasonable costs and attorneys' fees, that arise from any breach of this Agreement by Company, or any enforcement of this Agreement by INRIX.

3. DISCLAIMER AND LIMITATION. INRIX will not be liable for any loss or damage arising to Company or any third party by reason of non-delivery, delay, or interruption in delivery of INRIX Data due to circumstances beyond the control of INRIX, which will include failure for whatever reason of communication equipment. NEITHER INRIX NOR ITS SUPPLIERS WARRANT THE ACCURACY OR TIMELINESS OF DATA PROVIDED HEREUNDER. INRIX PROVIDES THE INRIX DATA AND ALL SERVICES HEREUNDER ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. INRIX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND ACCURACY. COMPANY WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF INRIX TO ANY THIRD PARTY. INRIX AND ITS SUPPLIERS WILL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE THEREOF, OR FOR ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, INCLUDING AMOUNTS REPRESENTING LOSS OF REVENUES OR PROFITS, LOSS OF BUSINESS OR CONTRACTS, PERSONAL INJURY, PRODUCT LIABILITY, PROPERTY DAMAGE OR INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF COMPANY'S USE, POSSESSION OR EVALUATION OF THE INRIX DATA, OR FROM ANY DEFECT IN THE INRIX DATA.

4. GENERAL PROVISIONS. The parties expressly exclude and waive the application to this Agreement of the UN Convention on Contracts for the International Sale of Goods. Company acknowledges that a breach of the license granted in this Agreement would cause INRIX irreparable harm, and in the event of such a breach, INRIX will be entitled to injunctive and other equitable relief without posting bond or proving that damages would not be an adequate remedy. Except as expressly provided otherwise, all notices required or permitted under this Agreement will be delivered by hand, fax or nationally-recognized overnight courier addressed if to INRIX at the INRIX "Business Contact" address, and if to Company at the Company "Business Contact" address set forth in this Agreement. All such notices and other written communications will be effective (a) if sent by national overnight courier, TWO (2) business days after mailing for overnight delivery, and (b) if sent otherwise, upon delivery as evidenced by proof of receipt. As used in this Agreement, except to the extent the context otherwise requires: (i) any titles or headings are for convenience of reference only, and will not affect the construction or interpretation of this Agreement; (ii) the words "including" and "excluding" and the like will be deemed to always be followed by the words "without limitation"; and (iii) the words "will", "must" and "shall" are used interchangeably herein, with the words "will" and "must" always meaning the obligatory "shall". No provision of this Agreement will be construed against or interpreted to the disadvantage of any of the parties by any court or other authority by reason of that party having drafted or proposed such provision.

5. CONCLUDING PROVISIONS. Each of the parties will perform their obligations hereunder as independent contractors. This Agreement will not create any agency, joint venture or partnership relationship, and neither party will have the authority to make representations, negotiate or enter into any contract for or on behalf of, or create any obligations for, the other party. There are no third party beneficiaries. All waivers will be in writing. No failure or delay by either party in exercising any right hereunder will operate as a waiver, nor will any partial exercise thereof preclude any further exercise of rights hereunder. If any provision of this Agreement is held to be unenforceable to any extent, it will nonetheless be enforced to the fullest extent allowed by law, and the validity and force of the remainder of this Agreement will not be affected thereby. The provisions of this Agreement dealing with liabilities, indemnity, governing law, proprietary rights, confidentiality, unauthorized use, return of data, publicity and other similar types of clauses will survive the expiration or termination of this Agreement. Each of the parties represents and warrants that it has fully familiarized itself with this Agreement; that the signing, delivery and performance of this Agreement has been duly authorized, does not require any additional approvals, and does not violate any law or regulation, or result in a breach of, or constitute a default under, any material agreement; and that this Agreement is a legal, valid and binding obligation on it, subject to applicable laws.

- END OF EXHIBIT B -

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