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END USER LICENSE AGREEMENT**

Effective Date: March 19, 2018

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- (b) For purposes of this Agreement, the term Software shall include all software, sample codes, screens, templates, designs, files, instructions, specifications, and other materials, if any, provided to You by Source in connection with the Software.
- (c) If You are required to make any programming changes in Your internal hardware and software systems to enable You to install, use, and/or remove the Software, or any modifications or upgrade(s) thereof, such changes shall be at Your sole cost and expense and at Your sole risk. Your failure to make any such changes or upgrades as required by Source may result in You being unable to use or continue using the Software. Source may modify, upgrade, and terminate the use of the Software at any time for any reason.

Section 2. Intellectual Property Rights.

- (a) You acknowledge that Source holds and retains, other than as explicitly provided in this Agreement, all worldwide rights, title, and interests, including without limitation, copyright and patent rights, in and to the Software, the Marks (as defined herein) and the Materials. You acknowledge that Source is not selling or otherwise transferring any title in the Software, the Marks, and/or the Materials to You.
- (b) You may not copy, modify, adapt, or reproduce the Software, the Marks, and/or the Materials. You may not translate, decompile, reverse engineer, or disassemble the Software or the Materials in any event, except to the extent that this limitation is prohibited by applicable law.
- (c) You may not transfer or transmit, in whole or in part, the Software or the Materials or Source trademarks and service marks as defined below, to any third party without Source's explicit advance written approval.
- (d) Source grants You a personal, limited, non-exclusive, non-transferrable, royalty-free license to use and display the Source word and logo trademarks and service marks (collectively hereinafter the "Marks") only in the form as provided and presented by Source in the Software solely in connection with Your use of the Software as authorized herein, provided that You comply with all provisions of this Agreement regarding the manner in which the Marks may be used. You may not use the Marks for any other purpose. Without in any way revising or limiting the foregoing, You may not remove or alter in any way any Mark, including, without limitation,

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- (e) You acknowledge that Source holds and retains all worldwide rights, title, and interest in and to the Marks, and that all use of the Marks by You shall inure to the benefit of Source. You further acknowledge and agree that You will not claim, in whole or in part, any rights in the Marks, and will do nothing to impair, in any way, the Marks or Source's rights in the Marks. You may not use the Marks in any manner that is likely to cause confusion, mistake, or deception regarding whether Source sponsors or endorses Your use of the Software or whether You or Your use of the Software is affiliated, associated, or connected with Source. You may not use the Marks to advertise, sell, market, or otherwise distribute any products or services.
- (f) In no event may the Software and/or the Marks be used in such a way, that in Source's judgement in its sole discretion, would damage Source's goodwill. In the event that Source, in its sole judgement, believes that any of Your uses of the Software or the Marks violate this provision, Source reserves the right to terminate this Agreement, or to notify You and You agree to comply with this provision.

Section 3. Use and Compliance.

- (a) You agree to follow the instructions provided from time to time with the Software, and/or in any Materials which may be provided with the Software, for the installation, use, and removal of the Software, the Marks, the Materials, and Source services. Source may, from time to time and at its sole option and discretion, download directly to Your computer, or by whatever means available, updates, bug-fixes, patches, upgrades, and/or other modifications to the Software, the Marks, and/or the Materials. Use of the Software with unauthorized third party ERP, WMS, or BMS software and/or to prepare shipments by or for the benefit of unauthorized third party shipment carriers is expressly prohibited
- (b) You acknowledge that You will not use the Software in such a manner that adversely affects the functionality of Source's services.
- (c) You acknowledge that this Agreement does not include, and Source is not obligated to provide, any integration services, technical support, updates, upgrades, bug-fixes, patches, and/or other modifications to the Software, unless Source elects to in its sole discretion.
- (d) If requested by You, Source may, in its sole discretion, provide limited technical support and/or limited installation and integration assistance (collectively hereinafter "Limited Support Services") with respect to Your installation and use of the Software.
- (e) If You are a business or organization, upon request from Source, You must provide information requested by Source concerning compliance of Your use of the Software to the terms of this Agreement.
- (f) All rights to use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.
- (g) Consent to Use of Data: You agree that Source may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to You (if any) related to the Software. Source may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

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- (c) Source reserves the right to unilaterally terminate this Agreement and the use of the Software, the Marks, the Materials, and/or the Limited Support Services, if any, at any time and for any reason.
- (d) Rent, lease, lend, sale, redistribution, sublicense or any other temporary or permanent transfer of rights given by this Agreement is prohibited unless explicitly approved by Source in advance in writing. Use of the Software, Marks, the Materials, and/or Limited Support Services, if any, by Your subcontractors requires a separate license given directly by Source to those subcontractors.
- (e) Transfer of the rights is allowed only after notifying Source in writing about such proposed transfer and on a permanent basis provided that You don't possess any copies of the Software received under the terms of this

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Section 7. [Intentionally left blank]

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In the event of a breach of the express warranty provided above, Source will replace the Software and/or the Materials with another copy of the Software and/or the Materials, provided that You return the defective copy of the Software and/or the Materials to, or notify Source in writing, within thirty (30) days of the date You receive them. You acknowledge that this Section sets forth Your SOLE AND EXCLUSIVE remedy and Source's SOLE AND EXCLUSIVE liability, for breach of warranty or any other duty.

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TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES AND IN NO EVENT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL SOURCE NOR ANY OF ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, ADVERTISERS, SERVICE PROVIDERS, AND SUPPLIERS BE LIABLE FOR PERSONAL INJURY OR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, DAMAGE TO YOUR INTERNAL COMPUTER SYSTEM(S), OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, MARKS, MATERIALS, AND/OR LIMITED SUPPORT SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE) RESULTING FROM THE INSTALLATION, USE, OR REMOVAL OF THE SOFTWARE, THE MARKS, AND/OR THE MATERIALS OR RESULTING FROM THE LIMITED SUPPORT SERVICES, IF ANY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES IS EFFECTIVE EVEN IF THE EXCLUSIVE REMEDY STATED ABOVE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall

Source's total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of Fifty Dollars (US\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Section 10. Indemnification.

You agree at Your sole cost and expense to indemnify, defend, and hold Source, its affiliated entities and their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, service providers, and suppliers harmless against any and all claims, demands, suits, actions, losses, damages, costs, fines, judgements, and expenses (including reasonable attorneys' fees) (collectively hereinafter "Claims"), arising out of or relating to Your (a) breach or violation of this Agreement, (b) infringement, misappropriation or any violation of the rights of any other party, (c) violation or non-compliance with any applicable law, rule or regulation, (d) Your installation, use, alteration, removal, or export of the Software, Materials, Marks, and/or Limited Support Services, if any (or any component or element thereof), and/or (e) Your failure to follow any of the guidelines, service guide(s), standard terms and conditions, and contract of carriage, if any, under which the shipment is accepted by the applicable authorized third party carrier. Source reserves the right to assume the exclusive defense and control of any claims or actions subject to indemnification by You and all negotiations for its settlement or compromise, and You agree to fully cooperate with Source upon Source's request. You may not settle any such Claims involving Source or the Software, Materials, Marks, and/or the Limited Support Services, if any, without the explicit advance written consent of Source.

Section 11. Controlling Law and Severability.

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, excluding its conflict of laws provision. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of the provision and this Agreement shall remain in full force and effect. Any cause of action with respect to the Software, the Marks, the Materials, and/or Limited Support Services, if any, provided hereunder must be instituted with one (1) year after the claim or cause of action has arisen or be barred and must be brought in a court of competent jurisdiction within California. The terms of carriage for Your shipments shall be governed by the guidelines, service guide(s), standard terms and conditions, and contract of carriage, if any, under which the shipment is accepted by the applicable authorized third party carrier.

Section 12. Terms of Carriage.

You agree that all shipments processed by You pursuant to Your use of the Software shall be governed by the guidelines, service guide(s), standard terms and conditions, contract of carriage, if any, and any other applicable documents under which the shipment is accepted by the applicable authorized third party carrier. If there is a conflict between this Agreement and any other documentation or agreement entered into with the applicable authorized third party carrier, this Agreement shall control. You shall follow all instructions of the applicable authorized third party carrier, and You shall at Your sole cost and expense, ensure that the terms and conditions of domestic or international carriage, as applicable, and all guidelines, service guide(s), standard terms and conditions, contract of carriage, if any, and any other applicable documents are followed by You.

Section 13. Third Party Software.

The Software is used in conjunction with third party software programs. The Software may be distributed or bundled with third party software programs, including, without limitation, ERP, WMS, BMS, and/or third party shipment carriers' software programs. These third party software programs are subject to their own license terms. If You do not agree to abide by the applicable license terms for the third party software programs, then You may not install them. If You wish to install the third party software programs or transfer the third party software programs to another party, then You must contact the licensor of the applicable third party software programs and agree to the terms and conditions of same.

Section 14. Notices.

Any notice required or permitted to be given relating to this Agreement shall be given in writing as addressed below by mail, electronic mail, facsimile, or via overnight carrier.

If to Source:

Source Information Systems, Inc.
10880 Wilshire Blvd Suite 570
Los Angeles, CA 90024

Phone: 424.248.3093

Sales: sales@sourceinfo.com

Support: support@sourceinfo.com

If to You: To the name and address listed in the registration process for the Software or otherwise provided to Source in connection with the Software or Source may provide notice by general posting to Source's website at <http://sourceinfo.com/index.html> and/or any other or subsequent URLs. Any such notice shall be deemed effective when posted by Source.

Section 15. Waiver.

If Source fails to give notice to or enforce any right under this Agreement, such failure shall not constitute a waiver of the same, unless reduced to writing and signed by Source. The waiver of any provision shall not constitute a waiver of the same or any other provision of this Agreement in the future.

Section 16. Export.

By agreeing to this Agreement and installing and using the Software and Materials, You acknowledge and agree that You assume all responsibility for compliance with, and are in compliance with all applicable laws and regulations of the United States or the country in which You received the Software regarding export, import, and re-export of the Software or the Materials and any related or underlying information, technology, process, product, or service. As required by the laws of the United States and other countries, You represent and warrant that you: (a) understand that the Software and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Software to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Software for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if You are in the United States and export or transfer the Programs to eligible end users, You will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software and the components) and agree that You shall be solely responsible for compliance with any such import, use, or export restrictions.

Section 17. Restricted Rights.

The Software and Materials are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All rights reserved under the copyright laws of the United States.

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This Agreement constitutes the entire agreement between You and Source with respect to the Software, the Marks, the Materials, and Limited Support Services, if any, provided to You by Source and supersedes any prior or contemporaneous understandings, representations, statements, or agreements, written or oral, regarding the Software, the Marks, the Materials, and the Limited Support Services, if any, provided to You by Source. The terms governing Your shipment are contained in the guidelines, service guide(s), standard terms and conditions, contract of carriage, if any, and any other documents under which the shipment is accepted by the applicable authorized third party carrier. No amendment to or modification of this Agreement will be binding on Source without Source's explicit advance written consent. All provisions of this Agreement that by their nature are intended to survive termination or expiration shall so survive. Source may modify this Agreement at any time for any reason.