

GY6TRAC TERMS AND CONDITIONS

INTRODUCTION

These Terms and Conditions (“Terms and Conditions” or “T&C”) set forth the terms and conditions governing each Order Form entered into between GY6 Systems, LLC (“Provider”) and the entity identified as the purchaser or customer in the applicable Order Form (“Customer”). Provider and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.” Each Order Form executed by the parties incorporates these Terms and Conditions by reference, and together with the applicable Order Form and all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter thereof. In the event of any inconsistency between these Terms and Conditions and the applicable Order Form, the following order of precedence governs: (i) first, the applicable Order Form; (ii) second, these Terms and Conditions, excluding Exhibits; and (iii) third, the Exhibits to these Terms and Conditions.

SECTION 1. ACCESS AND USE

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees, satisfaction of the MPC (as defined in Section 3(b)), and compliance with all other terms and conditions of these Terms and Conditions and the applicable Order Form, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 10(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in these Terms and Conditions, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 10(g)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in these Terms and Conditions. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vi) use, in conjunction with the Services, any Equipment, Rental Equipment, Tags, RFID readers, or similar hardware or tracking devices that are not sold, resold, rented, or otherwise furnished by Provider.

(d) Reservation of Rights. Provider, on behalf of itself and its licensors, reserves all rights not expressly granted to Customer in these Terms and Conditions. Except for the limited rights and licenses expressly granted under these Terms and Conditions, nothing herein grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in these Terms and Conditions, Provider may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer’s or any Authorized User’s use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider’s provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider’s access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a “Service Suspension”). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service

Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in these Terms and Conditions, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(g) Telemetry Data. Customer hereby grants to Provider a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to collect and use device telemetry, diagnostics, and operational data generated by the Rental Equipment or Services, in each case in an aggregated and anonymized manner.

SECTION 2. CUSTOMER RESPONSIBILITIES

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Terms and Conditions. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms and Conditions if taken by Customer will be deemed a breach of these Terms and Conditions by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the provisions of these Terms and Conditions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of these Terms and Conditions, such Third-Party Products are subject to their own terms and conditions. Any applicable Third-Party Products shall be identified in the relevant Order Form, together with the applicable flow-through provisions and URL links to applicable third-party licenses. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(c) Equipment and Tags. Customer acknowledges that Equipment and Tags sold by Provider may be manufactured by third parties and are resold by Provider without modification. Customer agrees to use Equipment and Tags only in accordance with any applicable Documentation, manufacturer specifications, and these Terms and Conditions. Customer is solely responsible for the selection of Equipment and Tags for Customer's intended purposes and for ensuring that such Equipment and Tags are suitable for Customer's requirements. Provider has no obligation to provide maintenance, support, repair, or replacement services for sold Equipment or Tags except as expressly set forth in an Order Form.

SECTION 3. FEES AND PAYMENT

(a) Fees. Customer shall pay Provider the fees, including any volume discounts ("Fees") as set forth in the applicable Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Order Form. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 60 days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Minimum Purchase Commitment. "Minimum Tag Purchase Commitment" or "MPC" means the minimum number of Tags that Customer commits to purchase from Provider during each calendar month of the Term, as specified in the applicable Order Form. Unless otherwise specified in the applicable Order Form, the MPC is 250 Tags per calendar month. As a material condition of Customer's right to access and use the Services, Customer agrees to purchase from Provider at least the MPC during each calendar month of the Term. Initial Rental Equipment and initial Tags shall be specified in the

Initial Order Form. Customer may order additional Tags from time to time during the Term by placing orders via email or telephone to Provider in accordance with Provider's then-current ordering procedures, and each such order shall be subject to these Terms and Conditions. All Tag purchases, including purchases pursuant to the Initial Order Form and any subsequent orders, shall count toward satisfaction of the MPC for the applicable calendar month. Customer acknowledges that its commitment to purchase at least the MPC each month is a material inducement for Provider to enter into these Terms and Conditions and to make the Services available to Customer at the Fees set forth herein.

(c) Non-Payment; Suspension. Any failure to pay Fees assessed under this Section 3 is subject to the late payment and suspension remedies set forth in Section 3(a) and Section 1(e) (Suspension), as applicable.

(d) Taxes. All Fees and other amounts payable by Customer under these Terms and Conditions are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

Minimum Tag Purchase Commitment True-Up. Provider shall have the right, on a quarterly basis, to invoice Customer for any Tag Purchase Shortfall (as defined in Section 11) from the prior three (3) calendar months. Within 30 days following the end of each calendar quarter during the Term (or, with respect to any partial quarter at the beginning or end of the Term, within 30 days following the end of such partial quarter), Provider may deliver to Customer an invoice setting forth (i) the aggregate MPC for each calendar month in the prior quarter (or partial quarter), (ii) the aggregate number of Tags actually purchased by Customer during each such calendar month, and (iii) the Tag Purchase Shortfall, if any, for each such calendar month. Customer shall pay the Tag Purchase Shortfall Fee for any such Tag Purchase Shortfall within 30 days of receipt of such invoice. For the avoidance of doubt, the Tag Purchase Shortfall Fee is in addition to, and not in lieu of, any other Fees payable under these Terms and Conditions, and payment of any Tag Purchase Shortfall Fee shall not relieve Customer of its obligation to satisfy the MPC on a prospective basis.

SECTION 4. CONFIDENTIALITY

(a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder.

(b) Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms and Conditions, including to make required court filings.

(c) On the expiration or termination of these Terms and Conditions, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the effective date of the applicable Order Form and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms and Conditions for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(d) Existing Non-Disclosure Agreement. Notwithstanding anything to the contrary in this Section 4, if the Parties have previously entered into a separate Non-Disclosure Agreement ("NDA"), the terms and conditions of that NDA shall supersede the confidentiality provisions set forth in this Section 4 and are incorporated herein by reference in lieu thereof. In such event, the confidentiality obligations of the Parties shall be governed exclusively by the NDA for the duration of its effectiveness.

SECTION 5. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider and/or its licensors owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer’s behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

SECTION 6. WARRANTY DISCLAIMER

(a) Provider warrants that the Services (excluding Professional Services) will conform in all material respects to the applicable Documentation when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR PROFESSIONAL SERVICES. WITH RESPECT TO PROFESSIONAL SERVICES, PROVIDER WARRANTS ONLY THAT SUCH PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS.

(b) ALL EQUIPMENT (INCLUDING RFID READERS AND SIMILAR HARDWARE) AND TAGS SOLD OR RESOLD BY PROVIDER TO CUSTOMER ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” PROVIDER HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SUCH EQUIPMENT AND TAGS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY THAT EQUIPMENT OR TAGS WILL BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP, WILL MEET CUSTOMER’S REQUIREMENTS, OR WILL BE FIT FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ANY EQUIPMENT OR TAGS ARE MANUFACTURED BY A THIRD PARTY, PROVIDER SHALL PASS THROUGH TO CUSTOMER, TO THE EXTENT PERMITTED AND WITHOUT RECOURSE TO PROVIDER, ANY MANUFACTURER WARRANTIES THAT ARE TRANSFERABLE; PROVIDED THAT (I) CUSTOMER’S SOLE REMEDY WITH RESPECT TO ANY SUCH MANUFACTURER WARRANTY SHALL BE AGAINST THE APPLICABLE MANUFACTURER AND NOT AGAINST PROVIDER, AND (II) PROVIDER MAKES NO REPRESENTATION OR WARRANTY AS TO THE EXISTENCE, SCOPE, OR ENFORCEABILITY OF ANY SUCH MANUFACTURER WARRANTY. THIS DISCLAIMER IS IN ADDITION TO, AND NOT IN LIEU OF, THE DISCLAIMERS SET FORTH IN SECTION 6(d). CUSTOMER ACKNOWLEDGES THAT TAGS ARE CONSUMABLE GOODS AND ARE SOLD WITHOUT ANY RIGHT OF RETURN OR REFUND EXCEPT AS EXPRESSLY SET FORTH IN AN ORDER FORM.

(c) CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, AND PROVIDER’S SOLE LIABILITY, FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 6(a) SHALL BE, AT PROVIDER’S OPTION, REPERFORMANCE OF THE APPLICABLE SERVICES. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, AND PROVIDER’S SOLE

LIABILITY, FOR ANY BREACH OF THE PASS-THROUGH MANUFACTURER WARRANTIES REFERENCED IN SECTION 6(b), TO THE EXTENT ENFORCEABLE AGAINST PROVIDER, SHALL BE, AT PROVIDER'S OPTION, REPLACEMENT OF THE APPLICABLE EQUIPMENT OR TAGS.

(d) EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6(a), THE PROVIDER IP AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, PROFESSIONAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

SECTION 7. INDEMNIFICATION

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services (excluding Professional Services), or any use of the Services (excluding Professional Services) in accordance with these Terms and Conditions, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate these Terms and Conditions, in their entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 7(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; (D) Third-Party Products; or (E) Professional Services.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with these Terms and Conditions, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by these Terms and Conditions; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 7 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. PROVIDER SHALL HAVE NO INDEMNIFICATION OBLIGATION OR LIABILITY UNDER THIS SECTION 7 WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATED TO EQUIPMENT OR TAGS. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 7 EXCEED \$500,000.

SECTION 8. LIMITATIONS OF LIABILITY

IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES; (f) ANY CLAIMS ARISING FROM OR RELATED TO THE SALE, RESALE, DESIGN, MANUFACTURE, PERFORMANCE, FAILURE, OR USE OF EQUIPMENT OR TAGS, INCLUDING CLAIMS BASED ON PRODUCT DEFECTS, WARRANTY (EXPRESS OR IMPLIED), PRODUCT LIABILITY, PERSONAL INJURY, OR PROPERTY DAMAGE; OR (g) ANY CLAIMS ARISING FROM OR RELATED TO PROFESSIONAL SERVICES, INCLUDING CLAIMS BASED ON THE RESULTS, DELIVERABLES, OR OUTCOMES OF ANY IMPLEMENTATION, CONFIGURATION, OR TRAINING, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE LIMITATIONS SET FORTH IN THIS SECTION 8 APPLY TO ALL CLAIMS ARISING UNDER OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING FROM THE PROVISION OF SERVICES (INCLUDING PROFESSIONAL SERVICES), THE SALE OR RESALE OF EQUIPMENT OR TAGS, OR OTHERWISE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THE APPLICABLE ORDER FORM IN THE 3 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS LESS.

SECTION 9. TERM AND TERMINATION

(a) Term. These Terms and Conditions shall remain in effect until terminated in accordance with this Section 9. Unless otherwise specified in the applicable Order Form: (i) the minimum subscription term for Services is 12 months from the effective date of the applicable Order Form (the "Initial Services Term"); and (ii) the minimum rental term for Rental Equipment is 12 months from the date of delivery, subject to Exhibit A (the "Initial Equipment Rental Term" and, together with the Initial Services Term, each an "Initial Term"). Each Services subscription and Equipment rental will automatically renew for successive 12-month terms (each, a "Renewal Term") unless either Party provides the other Party with written notice of non-renewal at least 30 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. The "Term" as used herein means, with respect to any Services subscription or Equipment rental, the applicable Initial Term together with all Renewal Terms.

(b) Termination. In addition to any other express termination right set forth in these Terms and Conditions:

(i) Provider may terminate these Terms and Conditions, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than sixty days after Provider's delivery of written notice thereof; (B) breaches any of its obligations under Section 1(c) or Section 4; or (C) fails to satisfy the MPC for three or more calendar months (whether or not consecutive) during any rolling 12-month period, and such failure is not cured within 30 days after Provider's delivery of written notice thereof;

(ii) either Party may terminate these Terms and Conditions, effective on written notice to the other Party, if the other Party materially breaches these Terms and Conditions, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate these Terms and Conditions, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of these Terms and Conditions, any applicable Order Form, or any Services subscription or Equipment rental thereunder: (i) Customer shall immediately discontinue use of the Provider IP and the Services; (ii) without limiting Customer's obligations under Section 4, Customer shall delete, destroy, or return all copies of the Provider IP; (iii) Customer shall promptly return all Rental Equipment to Provider in good working condition, reasonable wear and tear excepted, in accordance with Provider's return instructions and the procedures set forth in Exhibit A; and (iv) if Customer fails to return any Rental Equipment within 10 days following the effective date of expiration or termination (or such other period as may be specified in Exhibit A or the applicable Order Form), Provider may continue to charge Customer rental fees for such Rental Equipment until it is returned, and Provider shall be entitled to pursue all other remedies available under these Terms and Conditions, at law, or in equity. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. The following provisions shall survive any expiration or termination of these Terms and Conditions: Sections 1(f-g), 3 through 8, 9(c-d), 10, and 11, and any provisions of Exhibit A that by their nature should survive (including, without limitation, provisions relating to Equipment return, continued rental fees for unreturned Equipment, Security Deposits, and Owner Access and Equipment Inspection). For the avoidance of doubt, (i) Customer's obligation to pay any accrued but unpaid Fees, including any Tag Purchase Shortfall Fees for periods prior to termination or expiration, shall survive termination or expiration of these Terms and Conditions; (ii) Provider's rights in and to Aggregated Statistics and the licenses granted under Section 1(g) and Section 5(b) shall survive in perpetuity; and (iii) the confidentiality obligations set forth in Section 4 shall survive for the period specified therein. Except as expressly set forth in this Section 9(d), no other provisions of these Terms and Conditions shall survive the expiration or earlier termination hereof.

SECTION 10. MISCELLANEOUS

(a) Entire Agreement. These Terms and Conditions, together with each applicable Order Form, all related Exhibits, and any other documents incorporated herein by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to Provider at GY6 Systems, LLC, 1100 Capitol Avenue, Suite 201, Omaha, NE 68102, Attn : Legal with a copy to Kutak Rock, LLP, 1650 Farnam St., Omaha, NE 68102, Attn : Jason Caskey, and to Customer at the address set forth in the applicable Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms and Conditions, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached these Terms and Conditions, for any failure or delay in performing its obligations under these Terms and Conditions (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, or catastrophes, such as epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, supply chain disruptions, unavailability or delayed delivery of equipment, components, or raw materials from third-party manufacturers or suppliers, or shipping or logistics delays affecting delivery of equipment.

(d) Amendment and Modification; Waiver. No amendment to or modification of these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth herein, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms and Conditions will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms and Conditions so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. These Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of these Terms and Conditions or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Nebraska in each case located in the city of Omaha and County of Douglas, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms and Conditions are binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a “commercial product” 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. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in the case of Customer, Section 1(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. Any Order Form may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l) Third-Party Beneficiaries. Except as expressly set forth in this Section 10(l), these Terms and Conditions are for the sole benefit of the Parties and do not confer any rights or remedies upon any third party. Notwithstanding the foregoing, the Parties acknowledge that certain third-party licensors of technology or materials incorporated into the Services are intended third-party beneficiaries of these Terms and Conditions solely to the limited extent necessary for such licensors to enforce their rights in and to their licensed materials directly against Customer.

SECTION 11. DEFINITIONS

(a) “Aggregated Statistics” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under these Terms and Conditions and for whom access has been purchased hereunder.

- (c) “Customer Data” means information, data, and other content submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, excluding Aggregated Statistics.
- (d) “Documentation” means Provider’s user manuals, handbooks, and guides relating to the Services, as made available by Provider.
- (e) “Equipment” means RFID readers, hardware devices, and other equipment sold or resold by Provider to Customer as set forth in the applicable Order Form, excluding Rental Equipment and Tags. For the avoidance of doubt, Equipment is sold and not rented or licensed, and title to Equipment passes to Customer upon delivery.
- (f) “Fees” means all fees payable by Customer under these Terms and Conditions and the applicable Order Form, including Equipment rental fees, Tag purchase fees, Tag Purchase Shortfall Fees, and any other fees expressly identified herein or in an Order Form.
- (g) “Hardware Rental Exhibit” means Exhibit A to these Terms and Conditions.
- (h) “Initial Order Form” means the first Order Form executed by the Parties, which shall set forth, among other things, the initial Rental Equipment, initial Tags, Equipment rental fees, and the MPC.
- (i) “Minimum Tag Purchase Commitment” or “MPC” means the minimum number of Tags that Customer commits to purchase from Provider during each calendar month of the Term, as specified in the applicable Order Form. Unless otherwise specified in the applicable Order Form, the MPC is 250 Tags per calendar month.
- (j) “Order Form” means an order form executed by the Parties and incorporating these Terms and Conditions by reference.
- (k) “Provider IP” means the Services, the Documentation, and all intellectual property provided by Provider in connection therewith, excluding Customer Data.
- (l.1) “Professional Services” means implementation, configuration, training, and other professional services provided by Provider in connection with the Services, as may be set forth in an applicable Order Form.
- (l) “Rental Equipment” means Provider-owned hardware devices provided to Customer on a rental basis for use solely in connection with the Services, as further described in Exhibit A.
- (m) “Services” means (i) the GY6Trac cloud-based Software as a Service (SaaS) platform used in conjunction with Provider-owned Rental Equipment and Customer-purchased Tags to provide asset tracking, monitoring, and visibility, and (ii) Professional Services, in each case as further described in the applicable Order Form.
- (n) “Subscription Term” means the duration of Services access rights specified in an Order Form, if any, and does not imply a recurring subscription fee unless expressly stated.
- (o) “Tag Purchase Shortfall” means, for any calendar month, the positive difference (if any) between (a) the MPC for such calendar month and (b) the actual number of Tags purchased by Customer during such calendar month. If Customer’s actual Tag purchases during a calendar month equal or exceed the MPC, there is no Tag Purchase Shortfall for such month.
- (p) “Tag Purchase Shortfall Fee” means, for any Tag Purchase Shortfall, an amount equal to the Tag Purchase Shortfall multiplied by the per-Tag price set forth in the applicable Order Form (or, if tiered pricing applies, the per-Tag price for the lowest applicable Tag Volume Tier).
- (q) “Tags” means RFID tags or similar tracking identifiers sold by Provider to Customer as consumable goods and not subject to return. Tags are goods for purposes of applicable commercial law, including UCC Article 2 as adopted by the governing law jurisdiction.
- (r) “Third-Party Products” means any third-party software, applications, or products identified in the applicable Order Form.

EXHIBIT A

HARDWARE RENTAL TERMS

A. Ownership. All Rental Equipment is and shall remain the sole and exclusive property of Provider. No right, title, or interest in or to the Rental Equipment is transferred to Customer, except for the limited rental rights expressly granted herein.

B. Rental Grant. Subject to the terms of these Terms and Conditions, Provider grants Customer a limited, non-exclusive, non-transferable right to possess and use the Rental Equipment solely in connection with Customer's authorized use of the Services during the Term.

C. Delivery and Installation. Provider shall deliver the Rental Equipment to Customer at the location specified in the applicable Order Form. Customer is responsible for installation unless otherwise agreed in writing.

D. Care, Custody and Control. Customer is responsible for the care, custody, and control of the Rental Equipment while in its possession or control and shall use the Rental Equipment solely in accordance with the Documentation and these Terms and Conditions.

E. Loss; Damage. Customer is responsible for loss, theft, or damage to the Rental Equipment, excluding normal wear and tear. "Normal wear and tear" means ordinary deterioration resulting from proper use in accordance with the Documentation.

F. Equipment Health Monitoring; Replacement and Refresh. Provider will make available health status and operational condition information for the Rental Equipment, which may include diagnostics, connectivity status, and performance indicators, as determined by Provider from time to time. Provider may, in its discretion, replace, refresh, swap, recall, or upgrade Rental Equipment at any time. Provider shall use commercially reasonable efforts to provide advance notice of any such actions where practicable.

G. Prohibited Actions. Customer shall not (i) tamper with or modify Rental Equipment; (ii) reverse engineer or disassemble Rental Equipment; (iii) disable security controls; or (iv) use Rental Equipment other than in connection with the Services.

H. Return of Equipment. Upon expiration or termination of these Terms and Conditions or the applicable Order Form, Customer shall promptly return all Rental Equipment in good working condition, reasonable wear and tear excepted, in accordance with Provider's return instructions.

I. Suspension and Termination. Failure to return Rental Equipment as required may result in continued rental fees and other remedies available to Provider under these Terms and Conditions.

J. Minimum Rental Period. Customer will pay the applicable rental fees for such Rental Equipment for at least the Minimum Rental Period specified in the applicable Order Form. Early expiration or termination of the applicable Order Form or these Terms and Conditions will not relieve Customer of the obligation to pay rental fees for the Minimum Rental Period for Rental Equipment subject to such Minimum Rental Period, except to the extent such earlier termination results solely from Provider's uncured material breach as determined under Section 9(b). Any Minimum Rental Period applies solely to rental fees for Rental Equipment and does not affect Tag purchases or Tag processing-related fees.

K. Sold Equipment and Tags. This Exhibit A governs Rental Equipment only. Tags that are sold (not rented) to Customer are governed by the warranty disclaimers, limitations of liability, and other applicable provisions set forth in Section 6, Section 7, Section 8, and other sections of these Terms and Conditions, as applicable, and not by this Exhibit A. For clarity, (a) title to sold Tags passes to Customer upon delivery; (b) all sales of Tags are final and nonrefundable except as expressly set forth in the applicable Order Form; and (c) Provider has no obligation to accept returns, provide replacements, or issue refunds for sold Tags except to the extent expressly agreed in writing.

L. Owner Access and Equipment Inspection. Provider (or its authorized representatives) may, upon reasonable prior written notice to Customer (not less than five (5) business days), access Customer's premises where Rental Equipment is located during Customer's regular business hours to inspect, audit, test, or otherwise assess the condition, operation, and maintenance of the Rental Equipment. Customer shall reasonably cooperate with Provider in connection with any inspection under this Section L, including providing reasonable access to the Rental Equipment, relevant records, and personnel as may be reasonably necessary to facilitate such inspection. Nothing in this Section L shall (A) obligate Provider to perform any inspection, maintenance, or repair of the Rental Equipment, (B) relieve Customer of any of its obligations under this Exhibit A with respect to the care, custody, or control of the Rental Equipment, or (C) be construed to create any duty on the part of Provider to identify or remedy any defect, damage, or other condition of the Rental Equipment. Provider shall not be liable for any damage, loss, injury, or other claim arising from or in connection with any inspection conducted under this Section L, except to the extent caused by Provider's gross negligence or willful misconduct.