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(Johanson Transportation Service)**

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B. Johanson is willing to grant a license to Licensee to access and use the Software, pursuant to the terms and subject to the conditions of this Agreement.

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2. Licensing Fees. In consideration of the grant of the License by Johanson, Licensee shall pay to Johanson those certain fees as invoiced by Licensee, which may include an annual software license fee, an annual technical support and maintenance fee, and a training fee (the "Licensing Fees"), unless Johanson has notified Licensee that it has waived the Licensing Fee in its entirety. Payment of the Licensing Fees shall be a condition of Licensee's access to and use of the Software. The Parties acknowledge and agree that Licensee may use the Software to manage and arrange for transportation services provided by carriers other than Johanson. In the event of such use Licensee agrees to pay to Johanson a fee per transaction in an amount equal to the transaction fee communicated by Johanson (the "Transaction Fee").

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(c) Licensee's Confidential Information. Johanson acknowledges that Johanson may have access to proprietary and Confidential Information of Licensee as a result of Licensee's use of the Software to manage Licensee's logistics. Johanson agrees

not to reveal or disclose any Confidential Information of Licensee for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with the protections Johanson uses to protect its own most confidential information.

(d) Unauthorized Disclosure of Confidential Information. The Parties shall inform their employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by either Party, to prevent any unauthorized disclosure, copying or use of Confidential Information. The Parties acknowledge and agree that in the event of the a breach of the provisions of this paragraph, the non-breaching Party will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, the non-breaching Party shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy the Parties may have. The Parties shall notify each other immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations, and shall fully cooperate with each other to help regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

(e) Required Disclosure. In the event that the disclosure of Confidential Information of a party is required by court order or other legal process, the party required to make such disclosure may disclose Confidential Information of the other party to the extent required by judicial or administrative process, provided that the party disclosing such Confidential Information provides advance written notice to the party whose Confidential Information is being disclosed of such judicial or administrative request in order to permit such other party to seek a protective order or take other legal action to prohibit or limit such disclosure.

6. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS", "WITH ALL FAULTS". JOHANSON DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OR USE OF THE SOFTWARE. JOHANSON EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM ANY USE OF THE SOFTWARE OR INFORMATION DERIVED THEREFROM.

7. Limitation of Liability. JOHANSON SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES RESULTING FROM THE OPERATION, ACCESS TO, OR USE OF THE SOFTWARE OR OTHERWISE, HOWEVER CAUSED, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF PROFIT, GOODWILL, USE, DATA OR OTHER

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8. Indemnity. Licensee shall indemnify, defend and hold harmless Johanson and its affiliates, employees, volunteers, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, arising in connection with or related to: (a) the material breach of this Agreement by Licensee or any employee, agent, contractor, volunteer, affiliate, or representative of Licensee; (b) the acts and omissions of Licensee and its employees, agents, contractors, volunteers, affiliates, and representatives in connection with Licensee's installation, operation, access to, and use of, the Software; or (c) the violation, infringement or misappropriation by Licensee or any employee, agent, contractor, volunteer, affiliate, or representative of Licensee, of the copyright, trademark, trade secret, patent or other intellectual property right or proprietary right of Johanson, its licensors, or any third party. If any claim is commenced against Johanson under this paragraph, Johanson will provide notice of the claim and copies of all related documentation to Licensee, and Licensee will assume control of the defense of such claim at its cost and expense. Such notice and documentation will be provided as promptly as possible; provided, that in no event shall Licensee be relieved of its indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to the rights of Licensee. Johanson may, at its own cost and expense, participate, through its attorneys or otherwise, in the investigation, trial and defense of such claim and any appeal. In such case, Licensee will reasonably cooperate with the Johanson's attorneys.

9. Termination. This Agreement may be terminated as of the date sixty (60) days after the delivery of a termination notice by either Party in accordance with the provisions of Paragraph 9 of this Agreement. Notwithstanding the foregoing, Johanson may terminate this Agreement at any time if Johanson finds that Licensee has violated the terms of this Agreement, including failure to pay the required Licensing Fees. All provisions of this Agreement relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Agreement. In the event of the termination of this Agreement, irrespective of which Party elects to terminate this Agreement, no part of the Licensing Fees will be refunded to Licensee and Licensee shall immediately pay to Johanson any Licensing Fees or Transaction Fee that may be due and owing as of the date of termination.

10. Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

11. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail at the address of the receiving Party set forth in this Agreement (or at such different address as may be designated by such Party by written notice to the other Party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier and shall be deemed complete upon receipt. Should a Licensee have any questions concerning this Agreement, or if Licensee desires to contact Johanson for any reason, please contact Johanson by email at aruiz@johansontrans.com, by mail at P.O. Box 55003, Fresno, CA 93747, Attention: Alicia Ruiz, or by phone at (800)742 -2053.

12. Entire Agreement. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

13. Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.

14. Assignment. Licensee may not sell, pledge, assign, sublicense, or otherwise transfer or share its rights or delegate its obligations under this Agreement without the prior written consent of Johanson, which Johanson may withhold in its sole discretion. Any attempted sale, pledge, assignment, sublicense or other transfer in violation hereof shall be void and of no force or effect. Johanson may assign its rights and delegate its duties hereunder at any time without the consent of Licensee. Johanson may assign all of its rights granted in the Agreement as part of the sale or transfer to an acquiring entity of substantially all the assets of that party's business operations in which the Software is employed. Johanson agrees to provide Licensee with written notice of such sale or transfer as soon as reasonably possible.

15. Governing Law and Venue. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California (without giving effect to any conflicts of laws principles). The Parties agree that venue for any litigation

arising under this Agreement shall be in the County of Fresno, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.

16. Dispute Resolution. The parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith in a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually accepted mediator to be chosen by the parties within forty-five (45) days after written notice by either party to the other demanding mediation. No party may unreasonably withhold consent to the selection of a mediator. The parties will share the cost of the mediation equally. By mutual agreement, the parties may postpone mediation until some specified but limited discovery about the dispute has been completed. The parties may also agree to replace mediation with some other form of alternative dispute resolution. Any dispute which cannot be resolved by the parties through negotiation, mediation or other form of agreed alternative dispute resolution within one hundred twenty (120) days following the date of the initial demand for it by one of the parties may then be submitted to the courts for resolution. Nothing in this section will prevent a party from resorting to judicial proceedings if: (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful; (b) interim, injunctive or other equitable relief from a court is necessary to prevent serious and irreparable injury to one party or to others; or (c) litigation is required to be filed prior to the running of the applicable statute of limitations. The use of any alternative dispute resolution procedure will not be construed under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. All of the above alternative dispute resolution procedures shall be confidential.

17. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

18. Counterparts. This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all parties may not have signed the same counterpart.

19. Survival. Those terms which by their nature survive such expiration or termination of this Agreement shall survive the expiration or termination of this Agreement, including the disclaimer and limitation of liability provisions contained herein

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.