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This is a legal agreement between each user (each, a “Licensee”) that accepts this End User License Agreement (this “Agreement”) and Johanson Transportation Service, a California corporation (“Johanson”) with its principal place of business at 5583 East Olive Avenue, Fresno, California 93727. Johanson owns the transportation management software system made available with this Agreement, which includes, but is not limited to, various elective modules that provide capabilities to manage, review, and track order, shipment, and load information, which includes, without limitation, all associated computer software, media, printed materials, and "online" or electronic documentation (collectively, the “Software”). Licensor provides to Licensee the right to access and use the Software pursuant to the terms of this Agreement. Johanson and Licensee are each referred to herein as a “Party” and collectively as the “Parties.”

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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.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

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laws respecting competition, antitrust laws or any law governing copyright or patent misuse, validity or enforceability. In the event that any term of this Agreement is construed to violate applicable law, the parties shall in good faith amend the terms of this Agreement so that it complies fully with applicable law.

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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(a) Licensee shall not:

(i) make the Software available to, or use the Software for the benefit of, anyone other than Licensee, except as expressly permitted in this Agreement;

(ii) market, sell, resell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Software, except as expressly permitted in this Agreement;

(iii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

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(v) interfere with or disrupt the integrity or performance of the Software or any third-party data contained therein;

(vi) attempt to gain unauthorized access to the Software or its related systems or networks;

(vii) permit direct or indirect access to or use of the Software in a way that circumvents a contractual usage limit;

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(x) access the Software in order to build a competitive product or service;

(xi) reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law;

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(xv) install and operate the Software in any manner that is inconsistent with the terms of this Agreement.

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(iii) The Software may be operated, accessed and used only in a form and manner approved by Johanson in its sole discretion, and only in accordance with the terms and conditions of this Agreement.

(iv) To the extent that the Software includes any patents, copyrights, trade secrets, trademarks, service marks, trade names, or the company name of Johanson (collectively, "Intellectual Property"), Licensee will use such Intellectual Property strictly in accordance with Johanson's standards, policies and procedures as specified by Johanson from time to time.

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(vi) Licensee shall not remove Johanson's copyright notices and other proprietary notices on the Software, and all copies thereof shall be subject to all terms, conditions, and obligations of this Agreement.

5. Confidential Information.

(a) Definition of Confidential Information. The term "Confidential Information" shall mean any information related to or disclosed in the course of this Agreement, which is or should be reasonably understood to be confidential or proprietary to the disclosing party. "Confidential Information" shall not include information (a) already lawfully known to the receiving party, (b) disclosed in published materials, (c) generally known to the public or (d) lawfully obtained from any third party.

(b) Johanson's Confidential Information. Licensee acknowledges that the Software and Specification contains proprietary and Confidential Information of Johanson. Licensee agrees to keep the Software and Specification in confidence and not reveal or disclose any Confidential Information 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 Licensee uses to protect its own most confidential information.

(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

INTANGIBLE LOSSES, LIABILITY FOR PERSONAL INJURY, OR LIABILITY TO THIRD PARTIES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THIS AGREEMENT BY JOHANSON OR ANY DISSATISFACTION BY LICENSEE WITH RESPECT TO THE SOFTWARE IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE SOFTWARE. IN ANY EVENT, THE LIABILITY OF JOHANSON TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT OF LICENSING FEES PAID TO JOHANSON BY LICENSEE DURING THE MOST RECENT TERM UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE UNDER ANY LIABILITY FOR ANY LOSS OR FOR ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER DUE TO CAUSES BEYOND ITS CONTROL, INCLUDING, WITHOUT LIMITATION, INDUSTRIAL DISPUTES OF WHATEVER NATURE, POWER LOSS, TELECOMMUNICATIONS FAILURE, ACTS OF GOD, OR ANY OTHER CAUSE BEYOND ITS REASONABLE CONTROL.

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.