

GENERAL TERMS AND CONDITIONS

For

DISPATCH CONNECT

1. Services.

1.1 Access and Use. Dispatch hereby grants Customer a non-exclusive, non-transferable right to access and use the Services, including access via the Dispatch Connect API, during the Term, solely for use by Authorized Users in accordance with these Terms and Conditions. Such use is limited to Customer's internal use. Dispatch shall provide to Customer the Access Credentials as part of its launch and onboarding process.

1.2 Customer On-Boarding. Promptly following the Effective Date, Dispatch and Customer will cooperate on the implementation of the Services into the Customer System. As part of such implementation process, Dispatch will provide integration support, provide Customer access to API functionality as available, set up Access Credentials, and train appropriate Customer staff on the use and maintenance of the Services.

1.3 Support Services. Dispatch shall, during the Term, provide commercially reasonable customer and technical support services to assist Customer in its use of the Services, according to Dispatch's then-current customer support policies and procedures, using Dispatch's official customer support channels. Customer support protocols will be provided as part of the Documentation.

1.4 Documentation License. Dispatch hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

1.5 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) Dispatch has and will retain sole control over the operation, provision, maintenance, and management of the Dispatch Materials; and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Dispatch Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User.

1.6 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, the API, Dispatch Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, Dispatch Materials, and Third-Party Materials are and will remain owned by Dispatch and the respective rights holders in the Third-Party Materials.

1.7 Functionality; Changes. Dispatch reserves the right, in its sole discretion, to make any changes to the Services and Dispatch Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Dispatch's services to its customers; (ii) the competitive strength of or market for Dispatch's services; or (iii) the Services' cost efficiency or performance; or (b) to comply

with applicable Law. Customer acknowledges and agrees that the Services may need to be modified from time to time due to technological advancements, changes in industry practices or standards, or changes in applicable laws. Dispatch reserves the right to upgrade, add or remove features, redesign, improve, or otherwise alter the functionality of the Services in its sole discretion. Customer acknowledges and agrees that its obligations under the Agreement are not contingent upon the delivery of any future functionality or features.

1.8 Suspension or Termination of Services. Dispatch may, directly or indirectly, by use of any lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Dispatch Materials, without incurring any resulting obligation or liability, if: (a) Dispatch receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Dispatch to do so; or (b) Dispatch believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 1.8 does not limit any of Dispatch's other rights or remedies, whether at law, in equity, or under this Agreement.

2. Use Restrictions; Service Usage and Data Storage.

2.1 Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Dispatch Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Dispatch Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Dispatch Materials to any Person;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Dispatch Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Dispatch Materials or access or use the Services or Dispatch Materials other than by an Authorized User through the use of his or her own Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Dispatch Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Dispatch Systems, or Dispatch's provision of services to any third party, in whole or in part;
- (g) access or use the Services or Dispatch Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration,

destruction, or disclosure of the data of any other Dispatch customer), or that violates any applicable Law;

(h) access or use the Services or Dispatch Materials for purposes of competitive analysis of the Services or Dispatch Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Dispatch's detriment or commercial disadvantage; or

(i) otherwise access or use the Services or Dispatch Materials beyond the scope of the authorization granted under this Section 2.1.

3. Customer Obligations.

3.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide all cooperation and assistance as Dispatch may reasonably request to enable Dispatch to exercise its rights and perform its obligations under and in connection with this Agreement; and (c) Customer and its Representatives must follow Dispatch's [harassment policy during the Term of this Agreement](#). Dispatch is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by 2.1, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to correct actual or threatened activity and mitigate its effects; and (b) notify Dispatch of any such actual or threatened activity. **Security.**

4.1 Information Security. Dispatch will employ security measures in accordance with Dispatch's internal data privacy and security policies, which shall meet or exceed standard industry practices. Dispatch's privacy policy can be found at https://app.dispatchit.com/privacy_policy, and the policy is subject to change without prior notice.

4.2 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Dispatch Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

4.3 Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data.

5. Fees and Payment.

5.1 Fees. Customer shall pay Dispatch the fees set forth in the Master Services Agreement (the "**Fee Schedule**") in accordance with this 5.

5.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, 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 Dispatch's income.

5.3 Payment. Customer shall pay all Fees on or prior to their stated due date. Customer shall make all payments hereunder in U.S. dollars by designating a payment account from which Dispatch may debit all Fees on their due date, or as Dispatch may otherwise reasonably specify in writing from time to time. Customer hereby authorizes Dispatch to debit customer's payment account at any time without further notice to or consent of Customer for any liabilities or obligations under this Agreement, including those set forth on the Fee Schedule.

5.4 Late Payment. If Customer fails to make any payment when due then, if such failure continues for thirty days, Dispatch may suspend performance of the Services until all past due amounts have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension, and Dispatch reserves all other remedies that may be available: (i) 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 Dispatch for all reasonable costs incurred by Dispatch in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees..

5.5 No Deductions or Setoffs. All amounts payable to Dispatch under this Agreement shall be paid by Customer to Dispatch in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

5.6 Fee Increases. Dispatch may increase Fees with respect to each Renewal Period, by providing written notice to Customer at least 60 calendar days prior to the commencement of the Renewal Term, and The Master Services Agreement attached hereto will be deemed amended accordingly.

6. Confidentiality.

6.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to 6.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

6.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, during the term of the Agreement:

(a) not obtain access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with 6.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this 6.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this 6;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this 6.

6.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under 6.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.

7. Intellectual Property Rights.

7.1 Dispatch Materials. All right, title, and interest in and to the Dispatch Materials, including all Intellectual Property Rights therein, are owned by and will remain owned by Dispatch. Customer has no right, license, or authorization with respect to any of the Dispatch Materials except as expressly set forth in 1.1 or the applicable third-party license, in each case subject to 2.1. Customer hereby unconditionally and irrevocably grants to Dispatch an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

7.2 Customer Data. As between Customer and Dispatch, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in 7.3.

7.3 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Dispatch and the Dispatch Personnel to enforce this Agreement and exercise Dispatch's and the Dispatch Personnel's rights and perform their rights and obligations hereunder.

8. Representations and Warranties.

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 Additional Dispatch Representations, Warranties, and Covenants. Dispatch represents, warrants, and covenants to Customer that Dispatch will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to Dispatch that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Dispatch and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

8.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN 8.1 AND 8.2, ALL SERVICES AND DISPATCH MATERIALS ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” DISPATCH 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. WITHOUT LIMITING THE FOREGOING, DISPATCH MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DISPATCH MATERIALS, 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. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.

9.1 Dispatch Indemnification. Dispatch shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors, and permitted assigns (each, a “**Customer Indemnitee**”) from and against any and all Losses incurred by Customer Indemnitee

resulting from any Action by a third party (other than an Affiliate of a Customer Indemnitee) that Customer's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's US Intellectual Property Rights/US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Dispatch Materials in combination with any hardware, system, software, network, or other materials or service not provided by Dispatch or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Dispatch in writing;
- (c) modification of the Dispatch Materials other than: (i) by or on behalf of Dispatch; or (ii) with Dispatch's written approval in accordance with Dispatch's written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Dispatch; or
- (e) any act, omission, or other matter described in 9.2(a), whether or not the same results in any Action against or Losses by any Dispatch Indemnitee.

9.2 Customer Indemnification. Customer shall indemnify, defend, and hold harmless Dispatch and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a “**Dispatch Indemnitee**”) from and against any and all Losses incurred by such Dispatch Indemnitee resulting from any Action by a third party (other than an Affiliate of a Dispatch Indemnitee) to the extent that such Losses/that arise out of or result from, or are alleged to arise out of or result from:

- (a) Customer Data, including any Processing of Customer Data by or on behalf of Dispatch in accordance with this Agreement;
- (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Dispatch's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Dispatch;
- (c) any allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or
- (d) any gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement or the Services.

9.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to 9.1 or 9.2, as the case may be. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any

Indemnitee without the Indemnitee's prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but not the obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 9.3 will not relieve the Indemnitor of its obligations under this 9, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

9.4 Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND DISPATCH'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND DISPATCH MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability

10.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL DISPATCH OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE DISPATCH INDEMNITEES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO DISPATCH UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Term and Termination

11.1 Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for twelve months from such date (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive twelve month terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**"). In the event Dispatch seeks to amend these Terms and Conditions for the any Renewal Term, Dispatch may send new Terms and Conditions at least sixty (60)

days prior to the expiration of the then-current Term, and the new Terms and Conditions will be in effect for the Renewal Term.

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Dispatch may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Dispatch's delivery of written notice thereof; or (ii) breaches any of its obligations under 2.1, 4.2, or 6;

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) 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; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) 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.

11.3 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Customer shall immediately cease all use of any Services or Dispatch Materials and (i) promptly return to Dispatch, or at Dispatch's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Dispatch Materials or Dispatch's Confidential Information; (ii) permanently erase all Dispatch Materials and Dispatch's Confidential Information from all systems Customer directly or indirectly controls; and (iii) certify to Dispatch in a signed and written instrument that it has complied with the requirements of this Section 11.3(b);

(c) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control, the Receiving Party may retain the Disclosing Party's Confidential Information, in its then current, provided that all such information and materials will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(d) Dispatch may disable all Customer and Authorized User access to the Dispatch Materials;

11.4 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 2.1, 6, 8.4, 9, 9, 11.3, this 11.4, and 12.

12. Miscellaneous.

12.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

12.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Dispatch may, without Customer's consent, include Customer's name and other indicia in its lists of Dispatch's current or former customers in promotional and marketing materials.

12.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as set forth below (or to such other address or such other person that such party may designate from time to time in accordance with this Section 12.4):

If to Dispatch: 1401 W. 94th Street
Bloomington, MN 55431

Email: connectsupport@dispatchit.com

Attention: Matt Ouska

If to Customer: To the primary contact listed on the introductory page to the Agreement, at the physical or electronic address listed thereon.

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by e-mail with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

12.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; and (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

12.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.7 Entire Agreement. This Agreement and any other documents incorporated herein by reference constitute the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Dispatch's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Dispatch's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. For avoidance of doubt, Dispatch may assign this Agreement, without Customer's consent, to any Person as part of a merger, stock sale, asset sale, or other similar transaction that results in such Person agreeing to assume Dispatch's obligation to perform this Agreement.

12.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party, except that Dispatch can from time to time make non-material updates and changes to these General Terms and Conditions. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement 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 hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties 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.

12.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota 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 Minnesota. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in the

city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

12.13 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations would cause Dispatch irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Dispatch 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.

12.14 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

12.15 Counterparts. This Agreement 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. [The counterparts](#) of this Amendment may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

13. Definitions.

“**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services, including without limitation, any API Keys.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than 25 % of the voting securities of a Person.

“**Agreement**” means the Master Services Agreement to which these General Terms and Conditions are attached and includes these General Terms and Conditions.

“**API**” and “**Dispatch Connect API**” mean the application protocol interface of provided to Customer during implementation, and through which Customer has access to and use of the Dispatch Connect service.

“**API Keys**” means the API credentials to access and use the authorized APIs, which may include an application key, secret, or token specific to Customer's account.

“Authorized Users” means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

“Confidential Information” has the meaning set forth in 6.1.

“Customer” has the meaning set forth in the Agreement.

“Customer Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. Customer Data does not include Resultant Data.

“Customer Indemnitee” has the meaning set forth in 9.1.

“Customer Systems” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“Disclosing Party” has the meaning set forth in 6.1.

“Dispatch” has the meaning set forth on the first page of the Agreement.

“Dispatch Indemnitee” has the meaning set forth in 9.2.

“Dispatch Materials” means the Services, Documentation, and Dispatch Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Dispatch in connection with the Services or the API, or otherwise comprise or relate to the Services, the API, or Dispatch Systems. For the avoidance of doubt, Dispatch Materials include Resultant Data and any information, data, or other content derived from Dispatch's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

“Dispatch Personnel” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Dispatch or any Subcontractor.

“Dispatch Systems” means the information technology infrastructure used by or on behalf of Dispatch in performing the Services, including the API and all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Dispatch or through the use of third-party services.

“Documentation” means any manuals, instructions, or other documents or materials that the Dispatch provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the API, the Services or Dispatch Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Effective Date” has the meaning set forth in the Agreement

“**Fees**” has the meaning set forth in 5.1.

“**Indemnitee**” has the meaning set forth in 9.3.

“**Indemnitor**” has the meaning set forth in 9.3.

“**Initial Term**” has the meaning set forth in 11.1.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content.

“**Processing**” and “**Processed**” have correlative meanings.

“**Receiving Party**” has the meaning set forth in 6.1.

“**Renewal Term**” has the meaning set forth in 11.1.

“**Representatives**” means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

“**Resultant Data**” means data and information related to Customer's use of the Services that is used by Dispatch in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Services**” and “**Dispatch Connect Services**” mean the Dispatch Connect software-as-a-service offering that allows Dispatch, among other services, to connect a Delivery Management Platform to Dispatch's network of independent delivery drivers.

“**Term**” has the meaning set forth in 11.1.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Dispatch.