

ALL TRAFFIC SOLUTIONS  
MASTER SERVICES AGREEMENT

THIS AGREEMENT IS BETWEEN ALL TRAFFIC SOLUTIONS (“ATS”) AND YOU, AN ADULT INDIVIDUAL, ON BEHALF AND BINDING YOUR COMPANY AND AFFILIATED OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS (“CUSTOMER”) FOR ACCESS TO THE ATS SYSTEM, PRODUCT, SERVICES, DEVICE, WEB PORTAL, SERVER, SOFTWARE AND DOCUMENTATION FOR THE PURPOSE OF UPLOADING CUSTOMER DATA FROM ANY DEVICE MADE AVAILABLE TO CUSTOMER UNDER THE TERMS AND CONDITIONS OF THIS MASTER SERVICES SUBSCRIPTION AGREEMENT (THE "AGREEMENT"). BY CLICKING THE "ACCEPT" BUTTON, OR BY INSTALLING OR USING THE ATS PRODUCT, CUSTOMER IS CONSENTING TO BE BOUND BY THE AGREEMENT. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON, AND DO NOT USE ANY PART OF THE ATS SYSTEM, PRODUCT, SERVICES, DEVICE, WEB PORTAL, SOFTWARE AND DOCUMENTATION.

AT ANY TIME DURING CUSTOMER’S USE OF THE SYSTEM, AND AT LATER TIMES, CUSTOMER MAY BE GIVEN THE OPTION OF INSTALLING ADDITIONAL COMPONENTS FROM ATS OR THIRD-PARTY SOFTWARE PROVIDERS. THE INSTALLATION AND USE OF THOSE THIRD-PARTY COMPONENTS MAY BE GOVERNED BY ADDITIONAL LICENSE AGREEMENTS OR OTHER TYPES OF AGREEMENTS.

TO THE EXTENT THAT ANY TERM HEREIN IS INCONSISTENT WITH ANY PRIOR AGREEMENT BETWEEN THE PARTIES, THE TERMS OF THIS AGREEMENT WILL GOVERN.

1. Definitions.

“Customer Data” shall mean all information and images supplied by Customer or collected by Customer using any Device and entered, stored or accessed by Customer on the ATS server.

“Device” shall mean any of the following equipment that is compatible with the ATS System, including, without limitation, speed displays, message signs or video products, whether that equipment was manufactured by or purchased from ATS or a third party.

“Governmental Body” shall mean any governmental body or agency in which Customer is in the jurisdiction of such body or agency.

“Product” shall mean any ATS or third party product or Device that is compatible with the ATS System.

“Services” shall mean providing Customer, its affiliated entities, and their respective employees and contractors, with the ability to communicate with the Device(s) and granting Customer, its affiliated entities, and their respective employees and contractors, access to remotely program, manage, view, accumulate and upload Customer Data from the Device using a cellular service, or any other means, through web-based applications and platform using the ATS web portal, server and System.

“Start of Service” shall mean the date services shall commence defined of acceptance of this Agreement by Customer, or activation and access to the first Device through the ATS server, whichever is first.

“Subscription Agreement” shall mean the document containing a listing of the subscription fees charged on a per Device basis for providing specified levels of Services and the accumulation of Customer Data on the System, which may be amended from time to time by ATS upon providing Customer with thirty (30) days prior written notice during which thirty days Customer shall have the option of terminating this Agreement.

“Subscription Period” shall mean the specified period for the level of Services chosen by and paid in full by Customer in advance from the Start of Service set forth in the Subscription Agreement. ATS shall have the sole discretion and authority to set, amend and terminate levels of access and Subscription Periods from time to time without Customer’s consent but upon providing Customer with prior written notice

“System” shall mean the Product, Services, Devices, web portal, server, software, documentation and cellular services used by ATS and/or Customer to collect, store, manage, analyze and access Customer Data. .

“Third Party Provider” shall mean any person or entity other than ATS which provides any portion of the System to ATS.

“Underlying Carrier” shall mean the communications carrier, which may be providing international, interstate, intrastate communications services to ATS, which in turn provides the same to Customer.

2. Access and Ownership. All Customer Data entered, stored and accessed on the ATS server shall be owned by Customer. Customer authorizes ATS to use any Customer Data and usage data in any manner and for any purpose desired by ATS involving product improvement, development purposes, sales, benchmarking, training, and consolidating Customer Data with the data of other customers and for any other use at the discretion of ATS. Customer further authorizes ATS to disclose any Customer Data to any Governmental Body.

3. System. ATS agrees to provide Customer , its affiliated entities, and their respective employees and contractors, access to the ATS server through the ATS web portal via one or more user access accounts delivered by ATS to Customer for its limited access to the Customer Data during the Subscription Period pursuant to the level of Services chosen and paid for by Customer. The remote communication to the Devices is via any cellular network service provider chosen by ATS from time to time. It is Customer's responsibility to ensure the Device and Product are used where adequate cellular signal is present. ATS agrees (a) that the System will be operational at all times (seven (7) days a week and twenty-four (24) hours per day), except in the case of technical problems, and (b) to use reasonable efforts to repair the System should it experience technical problems. Customer shall be solely responsible for the Device and its operation, maintenance, repair and replacement. ATS shall not be responsible for any portion of the System which is dependent in any manner upon the services or product of a Third Party Provider, although ATS will make reasonable efforts to facilitate repairs by that Third Party Provider in the event of technical problems. ATS shall only be responsible for providing Services subject to applicable laws and governmental regulations and subject to the limitations of the System.

4. Cellular Service. ATS shall not be responsible for the quality of or lack of cellular service provided by any Underlying Carrier.

5. System and Software Updates. Customer hereby acknowledges and agrees that as algorithms and techniques are developed by ATS, ATS may update software and that viewing the same Customer Data across different versions of software may result in different analyses.

6. Customer's Proprietary Information. It is the sole responsibility of the Customer to take security precautions in protecting its proprietary information.

7. Indemnification for Licensure and Approvals. Customer shall be responsible for obtaining such regulatory authority licenses and approval as may be necessary for the provision of the access to the ATS System, Product, Services. Customer agrees to indemnify and hold ATS harmless against any and all claims or demands made on ATS or Customer as a result of Customer's failure to comply with this Section 7 regardless of whether such failure was the result of negligence, gross negligence, willful misconduct, or fraud.

8. Integrity of System. Customer agrees that it shall not in any manner authorize any person, party or entity to have access to the ATS Products or Services, except as specifically permitted under this Agreement between ATS and Customer.

9. Taxes or Assessments. Customer shall be responsible for payment of all applicable taxes or assessments due to local, state, federal, governmental, and

international taxing or regulatory authorities, including sales, use, value added tax, other excise taxes or assessments relating to its use of the Products or Services. Customer agrees to indemnify and hold ATS harmless against any and all claims or demands made upon ATS or Customer as a result of Customer's failure to properly pay any such taxes or assessments regardless of whether such failure was the result of negligence, gross negligence, willful misconduct, or fraud.

10. Term. This Agreement shall commence on acceptance pursuant to the first paragraph hereof and shall continue in full force and effect for a period equal to the Subscription Period (the "Minimum Service Term"). If the Customer has indicated in writing that their preference is for automatic renewal, it also shall continue in full force and effect thereafter for successive intervals equal to the Subscription Period and at the then current rate charged by ATS for Customer unless either party gives the other party not less than sixty (60) days prior written notice of its intent to terminate this Agreement effective at the end of such period. ATS may terminate all or any portion of Customer's access to the ATS System at any time during a free trial period at the sole discretion of ATS. Any Customer Data previously accumulated shall remain available to Customer upon any termination or failure to renew or upgrade Services for the duration of the data retention period, but no new data will be automatically entered into the ATS System upon any termination or failure to renew or upgrade services. ATS reserves the right to immediately terminate this Agreement and all Services and access due to any default set forth in Section 15 of this Agreement or as set forth in the Subscription Agreement.

11. Indemnification. Customer, for itself and its successors and assigns, shall defend, indemnify and hold harmless ATS and its affiliates and their respective officers, directors, partners, employees, agents, successors and assigns from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorney's fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with a Customer's breach of this Agreement and/or Customer's use or misuse of any Product, Service, Device or the System.

12. Limitation of Liability. EXCEPT AS REQUIRED BY LAW, ATS AND ITS DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS (COLLECTIVELY, THE "ATS GROUP") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES OR ANY RELATED PRODUCT, DEVICE OR SYSTEM, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY

(CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. THE ATS GROUP'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT OR ANY PRIOR OR OTHER AGREEMENT BETWEEN THE PARTIES RELATED TO THE SERVICES OR ANY RELATED PRODUCT, DEVICE OR SYSTEM WILL NOT EXCEED THE GREATER OF \$500 (FIVE HUNDRED DOLLARS) OR THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION WILL NOT APPLY TO CUSTOMER IF NOT PERMITTED BY LAW.

13. Computer System Failures And Data Loss. Each party to this Agreement will assume the risk of loss associated with loss of data, software or computer system failure attributable to viruses, worms or other similar components which may be downloaded during online Services. This provision shall not apply to intentional acts which are designed to lead to system failure. Under no circumstances shall ATS be responsible for any indirect, incidental or consequential damages.

14. Liability to Others. Without limitation, this Agreement is between Customer and ATS only, and other customers who may have received Customer Data shall have no rights or remedies against ATS under this Agreement. The indemnification provisions of the Agreement shall apply to all claims against ATS by other ATS customers receiving Customer Data.

15. Default. Customer shall be in default under this Agreement, and ATS shall have the right to immediately terminate this Agreement, to terminate Customer's access and use of any Product, the Services, the Devices, the System, and any other ATS product or device and to disable and rendered useless to Customer the Product, the Services, the Devices, the System, and any other ATS product or device, and all without notice and without refund of any fee paid hereunder, however, all provisions of this Agreement except the license for access to the ATS System, Product, Services and Device will survive termination and continue in effect, upon the occurrence of any of the following:

15.1. Customer fails to make payments due pursuant to this Agreement and the Subscription Agreement;

15.2. Customer fails to pay when due in full any and all amounts owed by Customer to ATS under any other agreement or for the purchase of any other ATS product, device or service, this shall include any reclamation of payment for non-sufficient funds or stop payment orders;

15.3. Customer breaches any obligation or provisions of this Agreement or any other agreement with ATS or its licensors;

- 15.4 Any violations of applicable laws and regulations,
- 15.5 Customer providing the Services or access to any third parties without the prior written consent of ATS;
- 15.6 Any representation or warranty made by Customer herein is materially false or misleading when delivered;
- 15.7. Customer makes a general assignment to or for the benefit of creditors or suspends all or substantially all of its business operations;
- 15.8. Bankruptcy, reorganization, involuntary liquidation, receivership, or other similar proceedings are instituted against Customer and the same is not fully discharged within thirty (30) days; or
- 15.9 Failure to provide proof of the undersigned's authority to bind the Customer in contract prior to access to the ATS System, Product, Services or Device;
- 15.10. After notification to Customer of a breach of any provision of this Agreement or the Subscription Agreement via facsimile and/or electronic mail from ATS, Customer fails to immediately remedy such breach. However, nothing contained in this subsection shall require ATS to provide Customer with any notice of any breach or default.

16. Remedy Not Exclusive. Notwithstanding any termination of this Agreement, the rights required or obligations incurred by the parties prior to termination shall not be affected and each party shall remain liable, unless waived or indemnified, for any and all damages sustained by the other party by reason of such termination or by reason of a party's default or breach and each party shall have and retain unimpaired all pertinent rights and remedies, whether at law or in equity. All rights and remedies under this Agreement are cumulative, not exclusive and shall be in addition to all rights and remedies available to either party at law or in equity.

17. Binding Effect of this Agreement. This Agreement (a) constitutes the entire agreement between the parties relating to the subject matter hereof, and (b) supersedes any and all previous contracts and discussions between the parties hereto. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and

assigns, any rights, remedies, obligations or liabilities under this Agreement. Any click wrap, shrink wrap or browse wrap agreements, including click wrap, shrink wrap or browse wrap agreements governing the System, entered into by Customer after its signature on this Agreement shall have full force and effect.

18. Assignment. ATS may assign its rights or obligations hereunder without prior written notice or consent of Customer. Customer may assign its rights and obligations upon the prior written consent of ATS.

19. Section Heading. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

20. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

22. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered or three (3) days after being mailed, first class postage prepaid and certified mail, return receipt requested, at the following address:

All Traffic Solutions, Inc.  
3100 Research Dr  
State College, PA 16801  
USA

23. Attorneys' Fees. The prevailing party in any action or proceeding based upon this Agreement shall be entitled to all reasonable attorneys' fees incurred in pursuing / defending the litigation and expenses and court costs in addition to any and all other recoveries allowed by law.

24. No Agency. Neither party is the agent, partner, joint venturer, trustee, nor legal representative of the other and neither has any authority to act for or incur any obligations on behalf of or in the name of the other.

25. Amendments. This Agreement may not be modified, amended, changed, altered or supplemented, by any means other than the Subscription Agreement, except as provided herein or by a written agreement accepted by the parties.

26. Waiver. The failure of either party to give notice of default or to enforce compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute a permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by both parties in writing.

27. Time. For purposes of calculating time periods, actual calendar days elapsed shall apply. Any due date falling on a weekend or legal holiday shall be shifted to the previous business day that Pennsylvania banks are open for business.

28. Force Majeure. If ATS's performance of this Agreement or any of its obligations hereunder are prevented, restricted or interfered with by cause beyond its control including, but not limited to, acts of nature, fire, explosion, material changes in any Underlying Carrier contract or Service Provider, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States, Pennsylvania or local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout or work stoppage or other labor difficulties, supplier failure, shortage, breach or delay, then ATS shall be excused from such performance on a day-to-day basis to the extent of such restriction, change or interference.

24. **DISCLAIMER OF WARRANTY. ALL ATS PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, ATS AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE PRODUCT AND/OR THE SERVICES ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER BEARS THE ENTIRE RISK AS TO SELECTING THE PRODUCT AND THE SERVICES FOR CUSTOMER'S PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT AND THE SERVICES. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. ATS MAKES NO WARRANTY, EXPRESSED OR IMPLIED WITH RESPECT TO THE TRANSMISSION OF SERVICES PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY, DESCRIPTION OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER.**