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1239 WATER STREET SUITE A • PORT TOWNSEND, WA. 98368 • PHONE 206.420.5711 • FAX 206.337.3589

Dear Dealer,

Thank you for your interest in TransSystems, the company that brought you StrobeWise™ and IdleWise™. To become an authorized dealer for TransSystems, your company must be a legitimate motorcycle, automotive, fleet, Trailer/RV and or consumer electronics provider. This includes, but is not limited to, having a storefront with proper signage and separate services showroom areas. Approval of dealership status will be at the sole discretion of TransSystems.

Authorized dealers (in good standing) will enjoy the full support of TransSystems. Please fill out and return via fax or email the dealer agreement and credit application. If you have any questions, please contact us at 206.420.5711 and a representative will assist you. We look forward to helping you grow your business.

For faster approval, please print or type clearly on both the “Dealer Agreement” and “Credit Application.” Also, please include a copy of each of the following:

- TransSystems Dealer Application (completed)
- Business License
- Resale License
- Website
- If applicable, pictures (exterior showing signage, interior showing showroom and service areas). Pictures can be emailed to [customerservice@strobewise.com](mailto:customerservice@strobewise.com). Please include shop name in the subject line.
- Yellow Pages Ad

Thank you again for your application and we look forward to working with you.

Sincerely,

Customer Service Team  
TransSystems (the company that brought you StrobeWise™ and IdleWise™)  
[www.strobewise.com](http://www.strobewise.com)  
Tel (206) 420.5711

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## TransSystems™ Reseller Agreement

This is an agreement (“Agreement”) between **TransSystems, Inc.** (“TransSystems”) and the entity identified on the signature page of this Agreement, herein referred to as “Reseller.” TransSystems will provide Reseller with the TransSystems™ Equipment described herein, under the terms and prices set forth in this Agreement and hereby appoints Reseller with a right to distribute the TransSystems™ Equipment (as defined below) under the terms and conditions of this Agreement. Defined terms shall be as set forth herein or as defined in Section 16 below. From time to time TransSystems may make additional Equipment available to Reseller under this Agreement by providing written notice to Reseller. Additional terms and conditions may apply to such Equipment as described in such written notice.

### Terms and Conditions

**1. TRANSSYSTEMS EQUIPMNET.** We, (hereinafter “we,” “our” or “TransSystems”) will provide TransSystems Equipment which will enable you (hereinafter “you,” “your” or “Reseller”) to: (a) resell StrobeWise™, a patented product/technology that provides vehicles and motorcycles with an additional 1 to 10 seconds of warning time to drivers of following vehicles/motorcycles. Warning them of a slowing or stopping event ahead, far in advance of brake lights; (b) IdleWise™™ prohibits Fleet Vehicles from excessively idle while in “park.” After a set period of time, IdleWise™ will automatically turn the idling vehicles engine off, hence reducing excess idling which inherently reduces fuel consumption and greenhouse emissions. IdleWise™ will reduce Fleet owner’s fuel consumption as well as give Fleet owners the assurance of no excessive idling (hereinafter referred to as “TransSystems

Equipment”). The TransSystems Equipment is designed to provide vehicle and motorcycle occupants with increased safety margins in the event of deceleration. By entering into this Agreement, you are agreeing to become an authorized reseller of TransSystems Equipment.

What We Provide. During the Term and so long as you comply with the terms set forth in this Agreement (and our other then-current, applicable policies) we will sell you the Equipment, grant you a non-exclusive, non-transferable right to sell and distribute in your Distribution Region to Target Sized Accounts, the TransSystems Equipment to Customers, as each such term is defined in Section 16 below.

What You Provide. You will provide/do the following in connection with the TransSystems Equipment: (a) designate an employee to become the key distribution coordinator for the TransSystems Equipment; (b) distribute, use and operate the TransSystems Equipment in accordance with any instructions provided by us; (c) follow all of the then-current, applicable policies made available to you; and (d) abide by all requirements imposed by us for the TransSystems Equipment generally applicable to our resellers. Without our prior written consent, you will not (x) allow the TransSystems Items to become installed in, affixed to, or made part of any other goods or items or real property other than an automotive vehicle or motorcycles; (y) attach to or install on any TransSystems Items any accessory, attachment, or other device that would impair the originally intended function, operation or good working order of the TransSystems Items; or (z) make any modifications to the TransSystems Items or install where the law prohibits.

Not later than the last day of each of February, May, August and November, Reseller shall provide TransSystems with a good faith

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estimate of the number of TransSystems Items it expects to sell in each month of the succeeding calendar quarter. Such forecast shall be updated on a monthly basis. Reseller shall directly or through its Sub-distributors sell no fewer than the number of TransSystems Items set forth in Attachment A (the "MPR") during each year following the date of this Agreement.

Sub-Distributors. Reseller may exercise its rights under this Agreement through Sub-Distributors, only if such Sub-Distributor is approved by TransSystems in writing. Reseller shall have a written agreement with all Sub-Distributors ("Sub-Distributor Agreement") consistent with all material respects of this Agreement, including without limitation with respect to confidentiality, intellectual property, data rights, and limits of liability. Reseller shall be solely responsible for negotiation of the Sub-Distributor Agreement. Reseller shall not impose any obligations on TransSystems under the Sub-Distributor Agreement, and TransSystems shall have no obligations with respect to the Sub-Distributor under the Sub-Distributor Agreement. Reseller shall be responsible for compliance by such Sub-Distributors with the obligations and limitations under this Agreement applicable to Reseller. Any failure of such Sub-Distributors to perform under the terms of this Agreement applicable to such Sub-Distributors shall be deemed to be a failure to perform under the terms of this Agreement by Reseller.

**2. SCOPE OF SUPPORT SERVICES.** TransSystems or its designee will provide the Support Services described herein. We will provide to you, reasonable amounts of consultation and technical assistance during our regular working hours. If you experience a problem with the TransSystems Equipment, you may call TransSystems or its designee (during regular working hours). We will assist the caller via the telephone to diagnose the problem with the

Equipment. We will, on a most reasonable basis, correct errors or malfunctions in the Licensed Matter to enable the Licensed Matter to perform the functions described in the operating manuals as soon as practicable after notification of such error or malfunction. If the Equipment is diagnosed as nonfunctioning during the warranty period, we will repair or replace non-functioning components. If, in our sole determination, the Equipment is deemed unrepairable, then we will send a replacement unit to you or the Customer. Reseller shall be solely responsible for supporting its Sub-Distributors and Customers. Support will be provided directly to Sub-Distributors or to Customer in the sole discretion of TransSystems, unless otherwise agreed to in writing between TransSystems and Reseller. All nonfunctioning Equipment replaced by us will become the property of TransSystems. Support Services provided by us under this Agreement do not include repair, replacement or correction of any Equipment damage or malfunctions caused by:

- The failure to properly install the Equipment as described in the operating manual;
- Accident, negligence, theft, vandalism, operator error or misuse, failure of the Equipment site to conform to specifications, failure of or surges in electrical power, air conditioning or humidity control, abnormal conditions, acts of God (including lightning) or cause other than normal use;
- Modifications, attachments, repairs or unauthorized parts replacements performed by you, the Customer, or any third party not authorized by TransSystems; or
- The failure a vehicle to be in good working condition.

TransSystems is dedicated to providing the highest quality products in the most efficient manner and at reasonable prices. Market demands, technology innovation, and third party supplier issues may require TransSystems

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to periodically discontinue specific products, including related support.

**3. FEES & PAYMENT.** During the Term, you agree to pay us the applicable fees set forth in Attachment A (the "Fees"). All other Fees will be invoiced to you upon shipment of the applicable Items or provision of the applicable Services. You must pay any freight and any sales and/or use taxes. Invoices are due on receipt. You must pay all amounts without offset. We reserve the right to change our Fees or implement new charges at any time upon thirty (30) days' prior written notice to you. If you do not pay any amount within sixty (30) days after it is due, we may impose a late charge on any undisputed unpaid amount of the greater of one and one-half percent (1.5%) per month of the unpaid amount or highest amount permitted by applicable law and suspend your license to resell licensed equipment. If you do not pay any amount within ninety (60) days of its due date, we may terminate this agreement for cause. You shall be responsible for the billing and collection of fees from all Sub-Distributors and Customers that have purchased TransSystems Equipment, regardless of whether or not such parties have paid such fees to Reseller.

**4. TERM AND TERMINATION.** The initial term of this Agreement begins on the date of this Agreement and, unless terminated earlier as provided herein continues for twelve (12) months (the "Initial Term"). Thereafter, the Term will be extended on a month to month basis (the "Renewal Term"), unless terminated by either party, with or without cause, upon thirty (30) days prior written notice. The Initial Term and Renewal Term are collectively referred to as "Term". Either party may terminate this Agreement at any time during the Initial Term with or without cause by giving sixty (60) days prior written notice to the other

party. All unpaid amounts owed by Reseller are immediately due and payable upon a termination for any reason.

If upon a termination of this Agreement, other than by TransSystems for cause, as defined below, Reseller has achieved the Threshold Number of Unit Sales, as defined in Section 16, then Reseller shall be permitted to continue to support its customer base, including by processing additional units for its existing customers, but not by selling to any new accounts, subject to continued compliance with the terms, conditions and policies set forth and referred to herein. If Reseller has not achieved the Threshold Number of Units Sales at the time of a termination, then TransSystems may send out a Transfer Notice, as defined in Section 16, in its sole and absolute discretion.

In addition, this Agreement and your participation in the Services as set forth herein may be terminated by TransSystems for cause upon any of the following: (i) if you do not comply with any of the applicable requirements or your obligations under this Agreement including applicable policies; (ii) any failure to pay us any amounts when due; (iii) breach of applicable state or federal law, or (iv) Reseller approaches, solicits or sells to an agency, department, or other entity of the United States Government at any time during the Term.

In the event of a termination for cause pursuant to 4(i) or 4(ii) above, TransSystems shall provide Reseller with thirty days prior written notice, during which time Reseller shall have the opportunity to come into compliance with the terms and conditions of this Agreement including TransSystems policies or cure any breach of this Agreement, provided that Reseller has not received such a notice in the preceding twelve months. If Reseller has not come into compliance with the terms and

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conditions of this Agreement or cured any breach of this Agreement within the cure period or if Reseller has received such a notice during the preceding twelve months, then TransSystems may terminate this Agreement effective immediately provided that it provides Reseller with written or email notice of termination delivered no later than the day the termination is to take effect. In addition, in the event of a termination for cause pursuant to 4(iii) or 4(iv) above, TransSystems may terminate this Agreement immediately provided that it provides Reseller with written or email notice of termination delivered no later than the day the termination is to take effect.

In the event of termination of this Agreement by TransSystems for cause, TransSystems shall be entitled to send Transfer Notices to Reseller's Customers and immediately transition or transfer the Customers to TransSystems. Reseller shall have an obligation to provide all cooperation reasonably necessary to effectuate the transition. Any prepaid amounts by Reseller's Customers shall be due and owing to TransSystems by Reseller.

In the event of termination of this Agreement by all of our rights and remedies are cumulative.

**5. PROPRIETARY RIGHTS.** You acknowledge and agree that the TransSystems™ Equipment are our proprietary property, and that TransSystems is the owner of all copyrights, trademarks, patents, trade secrets and other proprietary information relative to the TransSystems™ Equipment. All information related, directly or indirectly, to the Equipment, their development, testing and all other matters are TransSystems's trade secrets and may not be disclosed or used by you for any purpose except for the performance by you of your obligations under this Agreement. Title to, ownership of and intellectual property rights in

the TransSystems™ Items and any and all improvements, modifications, fixes or enhancements to the TransSystems™ Items that arise hereunder, regardless of whether such items or services are created or suggested by you, will remain in TransSystems. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with our ownership of or rights with respect to TransSystems™ Items. You will not copy, modify, disassemble or decompile any Item, and will not disclose or provide access to the Items to any third party for such a purpose. You shall notify us immediately of any unauthorized use or disclosure of the TransSystems™ Equipment (and the intellectual property relating thereto) that becomes known to Reseller. You may only use the TransSystems™ Equipment as specified in Section 1.

**6. POLICIES.** (a) The Equipment provided under this Agreement will be governed by our then-current, applicable policies, which are subject to change from time to time; and (b) Training: Each employee of reseller that is to represent or sell TransSystems Equipment must go through all of the required trainings from TransSystems. Such person must receive a certification from TransSystems before the Reseller shall permit them to sell TransSystems Equipment.

**7. COMPLIANCE WITH RULES AND LAWS.** You will comply with all then-current, applicable policies that we may establish and make available to you from time to time. You will also comply with all applicable laws and regulations, including privacy laws, relating to the Equipment and the transactions contemplated under this Agreement. You are responsible for the compliance of your affiliates, employees, agents and consultants (collectively "Associates") with the terms of this Agreement and any applicable laws or regulations. You

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agree to indemnify and hold harmless TransSystems and each of its respective employees, directors and agents against any loss, damage, award or expense (including reasonable attorney's fees) involving a claim that you or your Associates have violated applicable state or federal laws or regulations. If you fail to defend in a reasonably timely manner, then TransSystems shall have the right to defend or settle such claim.

**8. Limited Warranty.** TransSystems provides a limited warranty that for a period of **one (1) year** following the Equipment installation in the vehicle of Customer (the "Warranty Period"), the Equipment will not have defects in material and workmanship and during the Term: (a) Licensed Matter will be able to perform the data processing functions described in the applicable operating manuals; and (b) Services will be provided in a workmanlike manner. You may only make claims under this limited warranty during the Term by promptly notifying us after you learn of the facts supporting the claim. We will either repair or replace the non-complying Item or re-perform the Services; **THESE ARE OUR ONLY OBLIGATIONS AND YOUR ONLY REMEDY FOR BREACH OF WARRANTY.** We do not provide warranties on items acquired from others, even if acquired with our assistance. The limited warranties contained in this Section are void if you default. Unless otherwise agreed in writing, downtime is not a breach of this Agreement by us and will not entitle you to any refunds or credits. If we offer and you purchase an Extended Limited Warranty, the Warranty Period shall be extended by such period of time as selected in exchange for the payment of the Extended Warranty fees. TransSystems's procedures with respect to Equipment warranties are set forth on Attachment C.

**9. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.**

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**NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF THAT PARTY IS TOLD THOSE DAMAGES MAY OCCUR. TRANSSYSTEMS'S CUMULATIVE LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO TRANSSYSTEMS DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM.**

**RESELLER'S CUMULATIVE LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO TRANSSYSTEMS UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING UNDER SECTION 1 (LICENSES), SECTION 2 (PROPRIETARY RIGHTS), SECTION 7 (COMPLIANCE WITH LAWS), SECTION 11 (INDEMNIFICATION), SECTION 12 (TRADEMARKS) AND SECTION 18 (CONFIDENTIALITY).**

**WE ARE NOT RESPONSIBLE FOR (A) DELAYS IN DELIVERY OR INSTALLATION, NO MATTER WHO CAUSED THE DELAY; (B) ANYTHING OUTSIDE OUR REASONABLE CONTROL OR RESULTING FROM YOUR BREACH; OR (C) THE OPERATION OF EQUIPNET IF ANY ITEM ACQUIRED FROM A THIRD PARTY IS USED WITH THE ITEMS.**

**YOU ACKNOWLEDGE THAT THE TRANSSYSTEMS DEVICE SHOULD NOT BE USED IN LIEU OF A VEHICLE WARRANTY OR STANDARD VEHICLE MAINTENANCE.**

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE TRANSSYSTEMS ITEMS ARE PROVIDED BY US ON AN "AS-IS" BASIS TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND**



**WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE TRANSSYSTEMS DEVICE.**

**10. DEFAULT.** Subject to the provisions of Section 4, you will be in default if you breach this Agreement or any policies we may adopt in connection with the Items, including any failure to pay any amounts due. If you default, we may, without liability, terminate this Agreement in accordance with Section 4, suspend providing Equipment, and obtain any remedies available. All unpaid amounts are immediately due and payable on default. All our rights and remedies are cumulative.

**11. INDEMNIFICATION.** You will defend and hold us and our parent company, and the employees and agents, representatives and suppliers of each, harmless against all damages, suits, proceedings, liens, penalties and liabilities (including reasonable attorney's fees) directly resulting from your possession, distribution, installation or use of the Equipment in material breach of this Agreement. Reseller agrees to allow TransSystems to participate in the defense, however nothing herein shall limit the right of Reseller to control the defense.

We will defend and indemnify you for any claim that the TransSystems™ Items provided by us infringe on the intellectual property rights of any third party; provided, however, that you have promptly notified us in writing of the claim when you receive notice, and that you allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

TransSystems agrees to allow Reseller to participate in the defense, however nothing herein shall limit TransSystems' right to control the defense.

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**12. TRADEMARKS.** You may not use our trademarks, service marks or tradenames without our prior written approval of all aspects of each such usage. Subject to your reasonable approval and compliance with your guidelines pertaining to the use of your name and trademarks, we can use, copy, distribute and publish in connection with the Items your name and trademarks for the purpose of informing customers that you are an authorized distributor of the TransSystems Equipment.

**13. ARBITRATION.** Any controversy between you and us related directly or indirectly to the Item will be settled by binding arbitration under the commercial rules of the American Arbitration Association. It does not matter whether the controversy is based on contract, tort, strict liability or other legal theory. The arbitration will be held in Seattle Washington (or the home state of our assignee of this Agreement), by one arbitrator knowledgeable and experienced in the electronic information services industry who is a licensed attorney and a member of the state bar association for the venue in which the arbitration is to be held.

**14. ITEM / VEHICLE REGISTRATION REQUIREMENTS.** You agree to comply with the then-current Item / Vehicle Registration process adopted by TransSystems from time to time in TransSystems's sole discretion.

**15. GENERAL.** This Agreement will not be binding on us until our authorized management or corporate officer signs it. No change, waiver or approval by us will be binding unless signed by our authorized representative. This Agreement will be read and enforced under California law applicable to contracts executed and performed completely in California between California residents. If part of this Agreement is held invalid or unenforceable, the invalid part will be deleted and the rest will



remain in effect. **EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED THAT WAY. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT.**

Any notice required under this Agreement will be in writing and will be delivered by hand, or mailed by registered, certified mail or an internationally recognized courier service that provides proof of delivery, to the addresses stated in this Agreement. TransSystems may assign this Agreement, in whole or in part, upon written notice to you. You may not assign, sublease, sublicense or in any way dispose of the Items or your rights and obligations under this Agreement without TransSystems's prior written consent. This Agreement contains the entire agreement about the TransSystems Equipment which are the subject of the Agreement and prevails over all oral and written communications or agreements between you and us about such Equipment. No prior statement will be part of this Agreement. The obligations of the parties under Section 3, 5, 6, 7, 9, 11, 12, 13, and 15 will survive termination or expiration of this Agreement.

**16. DEFINITIONS.** The following definitions apply: (a)

Equipment – TransSystems™ device or other equipment items (other than Licensed Matter) as described herein; (b) Customers - vehicle and motorcycle customers; (c) Items - Equipment and Licensed Matter; (d) Licensed Matter – TransSystems software, including corrections and any improvement or modification that we provide to you, and anything provided by us for use with the TransSystems software or Equipment, such as books or manuals or other printed materials; (e) Other Providers - anyone other than us that provides Items to you; (f)

Items – TransSystems Items (described in Section 1 above) and support services for the Equipment and Software; (g) Sub-Distributor - means a distributor appointed by Reseller in accordance with this Agreement and approved by TransSystems in writing (h) us or we or TransSystems – TransSystems, Inc.; (i) our - belonging to us; (k) Distribution Region – during the six months following the date of this Agreement shall be any location in the United States within 100 miles of Reseller's address below, and following such six month period shall be anywhere in the United States; (l) Target Size Accounts – an account seeking three hundred or fewer units of Equipment, unless TransSystems provides its prior written approval; (m) Threshold Number of Unit Sales: the sale by Reseller or its Sub-Distributors of at such number of TransSystems Items as is set forth on Attachment A; (n) Transfer Notice: the notice sent by TransSystems to Reseller's Customers upon a termination of this Agreement for cause or upon any other termination of this agreement when Reseller has not achieved the Threshold Number of Unit Sales, explaining to Customer that its account will be transitioned.

**17. EXPORT.** You agree that you will remain in full compliance with applicable export and import laws, regulations orders and policies (including, but not limited to, securing all necessary clearance requirements, export and import licenses and exemptions, and making all proper filings). We may, at our sole discretion and upon reasonable notice, require you to provide us with written certification and records relating to your compliance with applicable export and import laws or prohibit you from doing business with certain customers in order to ensure that you comply with applicable export and import laws. You will indemnify us for damages awarded as a result of claims made against us for your failure to comply with applicable export and import laws,

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regulations or orders applicable to the sale or delivery of the TransSystems™ Equipment.

**18. CONFIDENTIALITY.** The parties agree to maintain the confidentiality of the provisions of this Agreement and accordingly, agree that they will not, without the written consent of the other, intentionally disclose the terms hereof, including without limitation, the price terms (unless required by court order or other governmental authority) and that all such terms shall be held in confidence and revealed only to employees, agents, lenders or other persons having a duty of confidentiality and a need to know such terms in the course of such person's employment or business relationship with such party. The parties further agree that any obligations to protect Confidential Information is set forth herein shall survive termination of this Agreement for a period of three years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

**19. WEBSITE MAINTENANCE.** In an effort to ensure a responsive and efficient server platform for its customer base, TransSystems reserves the right to perform scheduled maintenance between the hours of 10:00 p.m. to 3 a.m. Pacific Time. This may include database maintenance as well as general site maintenance and may or may not involve application and web services unavailability.

**21. DATA ACCESS.** You represent and warrant that you have all rights and authority with respect to the Customer information ("Business Data") required to grant the rights and approvals set forth in this paragraph and that

you approve and grant to us the nonexclusive, nonterminable license and right to collect, access, and use information from you, the Customer, their vehicle, and the information management system, and to access, copy, or use the Business Data in the course of providing the items and performing the services to which you or the Customer have consented, limited to our performance of the following activities: (i) to provide the Equipment to you and the Customer; (ii) to perform software support services, and other services on your behalf and have third party providers do the same, such as for roadside assistance or recovery of a stolen vehicle; (iii) to compile and aggregate statistical data to analyze, measure, and optimize the performance of our products and services for you, Customers and other internal purposes of TransSystems; and (iv) to compile and aggregate statistical data, including combining Business Data with data from other Customers and sources, for purposes of developing data products for sale, licensing and distribution to third parties, subject to the limitation that we will use such data solely to create analyses in aggregated or derivative form in databases and compilations that do not permit identification of you, Customers, employees, or individuals. WE WILL ONLY DISCLOSE PERSONALLY IDENTIFIABLE DATA TO THIRD PARTIES TO PROVIDE SERVICES DESCRIBED IN THIS AGREEMENT AND WHEN REASONABLY NECESSARY, IN OUR SOLE DETERMINATION, TO: (i) enforce the Agreement; (ii) defend against legal claims; (iii) protect the rights, property and safety of TransSystems, our customers, or others; (iii) respond to court order, subpoena, or other legal requirement; or (iv) notify law enforcement authorities of any activities that we believe to be unlawful.

\*\*\*SIGNATURE PAGE FOLLOWING PAGE\*\*\*

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