

## **Esri Terms and Conditions for use of the Esri Authorized Sublicense Material in connection with use of the RouteSmart Hosted Solution**

As a user of the RouteSmart Technologies Hosted Solutions, you agree to the following Terms and Conditions established by Esri, Inc. – Redlands, CA, USA:

1. You acknowledge and agree that, to the extent permitted by applicable law, Esri and its licensors disclaim all liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from your use of the Hosted Solutions including, but not limited to, liability for use of Hosted Solutions in high-risk activities or liability related to any Data supplied by Esri.

2. You must (i) cease access and use of the terminated Authorized Sublicense Material in Hosted Solutions, and (ii) clear any client-side data cache derived from the terminated Authorized Sublicense Material in Hosted Solutions, once RouteSmart's Master Agreement with Esri terminates or expires.

3. You agree to comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policv-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>): International Traffic in Arms Regulations (ITAR); and the United States

Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations. When applicable, Partner and any End Users will provide Esri with information about Partner and End Users' export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

4. You are prohibited from the removal or obscuring of any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Authorized Sublicense Material, output, metadata file, or online or hard-copy attribution page of any Data with respect to Authorized Sublicense Material.

5. You acknowledge and agree that Esri disclaims all terms in the Master Agreement (E204CW) between Esri and RouteSmart. Esri and its licensors do not warrant that Data and Authorized Sublicense Material will meet the End User's needs or expectations; that the use of Data, Authorized Sublicense Materials, and Hosted Solutions will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on Data in Authorized Sublicense Materials, and End User should always verify actual Data in Authorized Sublicense Materials. Any warranty offered by Partner for the Partner Hosted Solutions shall only apply between Partner and its End Users. Esri does not offer any warranties or indemnities to End User for the Authorized Sublicense Material.

6. You acknowledge that you are Prohibited from using Authorized Sublicense Material for any revenue-generating activities. Authorized Sublicense Material in the RouteSmart Hosted Solution is for the internal use of RouteSmart's End Users only.

7. You are permitted to use the Authorized Sublicense Material only with your use of the RouteSmart Hosted Solution and not in any other product or service.

8. As an End User of the RouteSmart Hosted Solution, you are prohibited from storing, caching, using, uploading, distributing, or sublicensing content or otherwise using Authorized Sublicense Material in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

9. As an End User of the RouteSmart Hosted Solution, you are prohibited from sharing of Named User login credentials. These are for designated End Users only and may not be shared with other individuals. A license may be reassigned to another RouteSmart Hosted Solution End User if the former user no longer requires access to the RouteSmart Hosted Solution.