

Spec-Rite® Online Platform Agreement

This *Spec-Rite® Online Platform Agreement* (this “Agreement”) is made effective as of the date set forth in the Customer Proposal (“SOW”) (“Effective Date”) by and between Skip-Line, LLC., a Texas limited liability company (“Skip-Line”) and customer as set forth in the proposal/quote/ (“Customer”).

1. **Right to Access and Use Spec-Rite® Online Platform.** During the term of this Agreement, Customer may access and use, from physical locations in the United States or Canada only, those modules of Spec-Rite's Online Platform (“**Spec-Rite®—Online**”) to which Customer has subscribed pursuant to Schedule A (“**Subscribed Products**”) for its internal business purposes. Customer’s right to access and use the Subscribed Products is non-exclusive, revocable, and nontransferable and shall be made through Skip-Line’s online portal or interface on the worldwide web. Customer’s internal business purposes shall not include use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.

Customer receives no rights to Spec-Rite® Online, or to the software used to provide Spec-Rite® Online, other than those specifically granted in this Agreement.

2. **Term and Termination.** This Agreement will remain in effect for one year from the date of execution by both parties. Thereafter, it will renew for successive one-year periods, unless either party refuses such renewal by written notice 30 or more days before the end of the current term. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach.

Upon termination of this Agreement or the earlier expiration of the term of the Subscribed Products as your proposal/quote, Customer’s use of and access to the Subscribed Products shall immediately terminate.

The following provisions will survive termination of this Agreement: (a) any obligation of Customer to pay for Subscription Fees and any other amounts due hereunder; (b) Sections 3 (“Title”), 10 (“Right to Request a Copy of Customer’s Data and Content”), 11 (“Data Privacy”), 13 (“Nondisclosure/Confidential-ity”), 14 (“Customer Data and Privacy”), 16 (“Limitation of Liability”), 17 (“Feedback”), 19 (“Dispute Resolution”), 21 (“Choice of Law and Jurisdiction”), and (c) any other

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provision of this Agreement that must survive to fulfill its essential purpose.

3. **Title.** Skip-Line retains all right, title, and interest in and to all of its Spec-Rite® Online services/software, including without limitation all software used to provide Spec-Rite® Online and all logos and trademarks reproduced through Spec-Rite® Online. This Agreement does not grant Customer any intellectual property rights in or to Spec-Rite® Online or any of its modules or components. Without limiting the generality of the foregoing. Customer is prohibited from modifying, creating derivative works, distributing, publicly displaying, publicly performing, or sublicensing the software used to provide Spec-Rite® Online; using any Spec-Rite® Online product for service bureau or time-sharing purposes or in any other way allow third parties to exploit Spec-Rite® Online; and from reverse engineering, decompiling, disassembling, or otherwise attempting to derive any of Spec-Rite® Online’s source code.

4. **No Right Granted to Sell Subscriptions or to Distribute Copies.** Notwithstanding anything contained herein to the contrary, Customer is prohibited from selling subscriptions or access to Spec-Rite® Online.

5. **Subscription Payment and Invoicing.** For each subscription period agreed to by the parties (“**Subscription Period**”), Customer shall pay Skip-Line the subscription fee indicated in your proposal/quote for each Spec-Rite® Online (“**Subscription Fee**”) subscribed therein at the beginning of each Subscription Period. No new Subscription Period will go into effect unless such payment is made on or before the scheduled start thereof. Invoices serve as confirmation of amounts owed, as agreed to by the parties. Customer's payments are due on the dates agreed to by the parties, regardless of whether the Customer receives an invoice, or when. Customer shall pay to Skip-Line any other amounts separately provided for and any sales, use, value-added or other similar taxes imposed in connection with this Agreement or its performance. In the event a payment due to Skip-Line under the terms of this Agreement is not received by Skip-Line within ten (10) days after the due date thereof, (a) Skip-Line may suspend Customer’s access to Spec-Rite® Online and/or any of its modules until such time as Customer’s account becomes current, and (b) Customer shall promptly pay to Skip-Line (i) interest calculated at the rate of one and one-half percent (1.5%) per month

compounded monthly on the amounts outstanding, and (ii) all legal fees and other expenses incurred by Skip-Line related to the collection of past-due payments.

6. Service Level Agreement.

Skip-Line will use commercially reasonable efforts to make Spec-Rite® Online available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Skip-Line shall use commercially reasonable efforts to provide at least 24 hours advance notice), and (ii) any unavailability caused by circumstances beyond Skip-Line's reasonable control. Customer will provide end-user support internally and attempt to resolve all questions internally before contacting Skip-Line for customer support. In the event Customer cannot resolve the issue internally, Customer's designated support specialist shall contact Skip-Line for technical customer support. Skip-Line may provide Customer with technical customer support by telephone, email, or World Wide Web during Skip-Line's normal working hours.

Skip-Line shall employ and maintain administrative, organizational and technical security safeguards for itself and all Skip-Line's personnel to the commercially reasonable standards for a software application of this type during the Term. To the extent that Skip-Line becomes aware of unauthorized access to Customer Data and Content by a third party ("Security Breach"), Skip-Line, at its expense, will undertake the following: (a) give notice to Customer, (b) investigate the Security Breach, (c) develop a remediation plan to address the Security Breach and limit any future incidents, and (d) remediate the Security Breach in accordance with the remediation plan.

7. Maintenance. Spec-Rite® Online and its modules may be updated from time to time by Skip-Line in its sole discretion and deployed without further consent of or action from Customer. Customer will not be able to choose which Spec-Rite® Online "version" to use. Skip-Line may revise the functions or features of Spec-Rite® Online at any time, including without limitation by removing or changing major features; *provided, however*, that no such revision may materially degrade the functionality of the Spec-Rite® Online as the same is described in Schedule A. Customer understands and agrees that Skip-Line will make updates to its products available as Skip-Line deems appropriate and is not obligated to make new upgrades available on any particular schedule. Skip-Line shall exercise commercially reasonable efforts promptly to correct any failure of the respective Spec-Rite® Online to perform

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according to the functionality described in Schedule A. That said, Skip-Line may provide its products with new capabilities that are beyond the scope of an ordinary upgrade. Such new capabilities may be made available to Skip-Line's customers, including Customer, and Skip-Line reserves the right to charge an incremental fee for access to said new features or capabilities. Customer has the option of subscribing to and subsequently using these new capabilities.

8. Customer's Uploaded Data and Content.

Proper use of Spec-Rite® Online will require Customer and/or its users to upload from time to time Customer's Data and Content to the Internet, which Data and Content can thereafter be accessed by Customer and by Skip-Line. "Customer's Data and Content" means all information uploaded to Spec-Rite Online either automatically (via Skip-Line or third-party products), or manually by Customer, or by a user on Customer's behalf, or provided by Customer to Skip-Line for upload to Spec-Rite Online. Customer's Data and Content may include Public Road Data. "Public Road Data" means the date and time of pavement marking application, pavement type, pavement marking material, pavement marking location, equipment location, pavement marking color, pavement marking dimensions, pavement marking pattern, temporary versus permanent pavement marking and whether the pavement marking application was a restripe or new work. Skip-Line will take commercially reasonable measures to maintain the confidentiality of Customer's Data and Content but Skip-Line makes no representation, warranty, or guarantee that third parties will not gain unauthorized access to Customer's Data and Content, whether through error or the actions of third parties. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using Spec-Rite Online, Customer assumes such risks. Skip-Line shall have no responsibility or liability for the accuracy of data or content uploaded to Spec-Rite Online by Customer or its users or by Skip-Line on behalf of Customer. Other than as provided in this Agreement, Customer possesses and retains all rights, title, and interest in and to Customer's Data and Content, and Skip-Line's use and possession thereof is solely on Customer's behalf or Skip-Line's behalf to improve Skip-Line software. Independent of Customer's ownership of Customer's Data and Content, Skip-Line possesses and retains all rights, title, and interest in and to all information and improvements resulting from the processing and aggregation of Customer's Data and Content, as well as to all content on Spec-Rite Online other than Customer's Data and Content.

9. Skip-Line's Rights to Customer's Data and Content. Skip-Line or its affiliates may access Customer's Data and Content and/or disclose information about Customer or Customer's use of Skip-Line products or services, (a) when required by law (such as when Skip-Line receives a valid subpoena or search warrant); (b) to respond to requests for customer service support; or (c) when Skip-Line, in its discretion, deems it necessary to protect the rights, property, or personal safety of Skip-Line, its employees, contractors, agents, licensees, users, or others. Skip-Line shall use commercially reasonable efforts to create and retain timely backups of Customer's Data and Content stored on Skip-Line's servers and cloud services in accordance with Skip-Line's then in effect policy and procedures regarding backing up Data and Content for all customers. Customer hereby releases Skip-Line from all liability arising out of Spec Rite's failure to maintain backups of Customer's Data and Content, from any loss of Customer's Data or Content resulting from Customer's use of or access to Spec-Rite® Online, and from any loss arising from third party access to Customer's Data and Content stored on Skip-Line's servers.

Skip-Line and its affiliates agree to only use, access or view any of Customer's Data or Content as reasonably necessary to operate, maintain and improve Spec-Rite® Online, other Skip-Line software and products and its services. Further, Customer hereby authorizes Skip-Line and its affiliates to, among other things, use, access, and/or view Customer's Data or Content (a) to process and/or aggregate Customer's Data and Content for Customer's benefit; (b) to provide responses to commands made by Customer and its users through the software interface; (c) to respond to Customer's and its users' support requests; (d) to detect, prevent, or otherwise address fraud, security, unlawful conduct, or technical issues; (e) as described in Skip-Line's Privacy Policy, as amended from time to time; (f) for marketing purposes to third parties subject to such data being anonymized and aggregated; and (g) to enforce the terms of this Spec-Rite® Online Platform Agreement.

Customer hereby grants to Skip-Line and its affiliates an irrevocable, non-exclusive, royalty free and non-transferrable license (except to a successor in interest of all or substantially all of the assets of Skip-Line) to: (a) use, reproduce, distribute (over the internet and via other network connections), modify (so as to better display data or content, for example), process, aggregate (all of Customer's Data and

Content or with other customers data), or translate Customer's Data or Content uploaded through Spec-Rite® Online interface, for the purposes of allowing Skip-Line and its affiliates to properly operate and improve its Spec-Rite® Online and other Skip-Line software (e.g., to respond to Customer's and its users' actions and requests, and generally improve Skip-Line software features and functionality); and, (b) to the results of any type of processing, aggregation, or analysis of Customer's Data and Content, including the rights to use and resell such processing, aggregation, or analyses, where such grant is to only the anonymized and aggregate form of Customer's Data and Content. With respect to Public Road Data, Customer hereby grants to Skip-Line and its affiliates an irrevocable, non-exclusive, royalty free license with the right to sublicense, sell, use, reproduce, distribute (over the internet and via other network connections), modify (so as to better display data or content, for example), process, analyze, or translate Customer's Public Road Data, whether or not anonymized or aggregated. Such licenses being granted to, among other things, create safer roads. These licenses survive termination of the Agreement.

Upon termination of the Agreement, Customer's Data and Content will be removed from Spec-Rite® Online, but such termination and removal shall not revoke Skip-Line's title and continued rights to Customer's Data and Content set forth herein. Customer acknowledges, that even after this removal, some copies of Customer's Data and Content may nevertheless be retained as part of Skip-Line's routine backup procedure.

10. Right to Request a Copy of Customer's Data and Content. Beginning on the date of termination or expiration of this Agreement and continuing for 30 calendar days thereafter, Customer may request Skip-Line in writing to provide to Customer a copy of Customer's Data and Content and Skip-Line will thereafter make available to Customer, for export or download, a copy of same in such form as then maintained on Skip-Line's servers. After expiration of such 30-day period, Skip-Line shall have no obligation to maintain or provide copies of Customer's Data and Content and Customer hereby authorizes Skip-Line to permanently delete or destroy all such copies.

11. Misuse. Customer must not misuse Skip-Line's products or services. Customer must not: (a) access or use Spec-Rite® Online in such a way that could harm Customer, Skip-Line, or any of Skip-Line's other customers or that may impair the

ability of others to use or gain access to Spec-Rite® Online; (b) share non-public Spec-Rite® Online features or content with any third party; (c) access Spec-Rite® Online in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of Spec-Rite® Online, or to copy any ideas, features, functions or graphics of Spec-Rite® Online; (d) use Spec-Rite® Online as a means to access the proprietary information of third parties and, more generally, use Spec-Rite® Online to gain unauthorized access to any service, data, account or network by any means; (e) copy, modify, host, stream, sublicense, or resell Skip-Line's products, services, or content or use Spec-Rite® Online for service bureau or time-sharing purposes or in any other way allow third parties to exploit Spec-Rite® Online; (f) provide Spec-Rite® Online passwords or other log-in information to any third party or enable or allow others to use Skip-Line products, services, or content using your account information; (g) access or attempt to access Skip-Line's services by any means other than the interface Skip-Line provided or authorized; (h) circumvent any access or use restrictions put into place to prevent certain uses of Skip-Line products or services; (i) share content or engage in behavior that violates anyone's copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights; (j) upload or share Excluded Data or any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful; (k) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (l) attempt to disable, impair, or destroy Skip-Line products, services, software, or hardware; (m) disrupt, interfere with, or inhibit any other user from using Skip-Line products or services; (n) place advertisement of any products or services in Skip-Line products or services; (o) use any data mining, spyware or similar data gathering and extraction methods in connection with Skip-Line products, services, or customers; or (p) violate applicable law. In the event of Customer's or its user's unauthorized use or misuse of Spec-Rite® Online, or in the event Customer's account is delinquent or suspended for 30 days or more, Skip-Line, without prior notice to Customer, may permanently erase or remove Customer's uploaded Data and Content, may prevent further access or use of Spec-Rite® Online by Customer or its users, may deactivate Customer's passwords or other log-in information, may deactivate or block Customer's users from activation or validation, and/or may take other appropriate action. Customer shall take

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reasonable steps to prevent unauthorized access to Spec-Rite® Online, including without limitation by protecting its passwords and other log-in information. Customer shall notify Skip-Line immediately of any known or suspected unauthorized use of Spec-Rite® Online or breach of its security and shall use best efforts to stop said breach. Customer is responsible and liable for: (a) its users' use of Spec-Rite® Online, including without limitation unauthorized user conduct and any user conduct that would violate the provisions of this Agreement; and (b) any use of Spec-Rite® Online through Customer's account, whether authorized or unauthorized.

12. Documentation. From time to time, Skip-Line may draft and provide to Customer such documentation as is reasonably necessary to properly use Spec-Rite® Online products (the "Documentation"). Skip-Line may revise the Documentation as reasonably necessary in the event of changes to Spec-Rite® Online, without further charge. Customer may reproduce the Documentation as reasonably necessary to support internal use of the Subscribed Products.

13. Nondisclosure / Confidentiality. "Confidential Information" refers to the following items one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure; (c) any source code disclosed by Skip-Line and any names of actual or potential customers disclosed by Skip-Line to Customer, whether or not marked as confidential; and (d) any other nonpublic, sensitive information disclosed by Discloser (but not including processed or anonymized data). Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Section; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written

consent. Prior to Recipient disclosing Confidential Information to any employee, contractor, agent, or third party, Recipient shall ensure that each person to be granted access is bound by a written agreement or by a legally enforceable code of professional responsibility protecting the confidentiality of the Discloser's Confidential Information with at least those measures that Recipient employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

Recipient agrees that breach of this Section would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. The obligations of this Section will terminate seven (7) years after the expiration of the term of this Agreement; provided such obligations related to Confidential Information constituting Discloser's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof. Except as otherwise set forth in this Agreement, this Agreement does not transfer ownership of Confidential Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contrary, Discloser will retain all right, title, and interest in and to all Confidential Information. Pursuant to the *Defend Trade Secrets Act of 2016*, 18 USC Section 1833(b), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement: (a) An individual shall not be held criminally or civilly liable under any federal or state trade secret

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law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

14. Customer Data and Privacy.

Customer must comply with all laws and regulations applicable to its use of Skip-Line products or services, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, and for determining whether Skip-Line products or services are appropriate for storage and processing of information subject to any specific law or regulation. In its use of Spec-Rite® Online, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer's Data and Content.

(a) *Customer Data.*

"Customer Data" means all Customer information uploaded or stored on computers or other electronic media by Customer or on Customer's behalf, or provided to Skip-Line for such storage. Customer Data includes, without limitation: information on paper or other nonelectronic media provided to Skip-Line for storage, or information formerly on electronic media.

(b) *Personally Identifiable*

Information. Notwithstanding anything in this Agreement to the contrary, Customer (i) represents and warrants that Customer Data does not and will not include, and Customer has not and shall not transmit to Skip-Line's computers or other media, any personally identifiable information; and (ii) agrees that (A) Skip-Line has no liability for any failure to manage or protect personally identifiable information, including without limitation as required by applicable law, and (B) Skip-Line's systems are not intended for management or protection of

personally identifiable information and may not provide adequate or legally required security for personally identifiable information. Customer shall defend and indemnify Skip-Line against any third-party claim, suit, or proceeding arising out of, related to, or alleging exposure or disclosure of personally identifiable information or other private information input into Spec-Rite® Online or its modules through Customer's account (whether such data belongs to Customer, to one of Customer's customers or users, or to other third parties) (any "Indemnified Claim"). Indemnified Claims include, without limitation, claims arising out of or related to Skip-Line's gross negligence, provided that to the extent that a court holds that injuries result from Skip-Line's gross negligence, Customer's obligation to pay judgments or settlements shall be excused.

(c) *Liability for Compliance with GDPR.* Customer represents and warrants that its uploaded data and content does not and will not include, and Customer has not and shall not upload or transmit to Skip-Line's servers or cloud storage any data ("Excluded Data") regulated pursuant to the European Union's General Data Protection Regulations ("GDPR"). CUSTOMER RECOGNIZES AND AGREES THAT: (a) SKIP-LINE HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE GDPR OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) SPEC-RITE® ONLINE IS NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

(d) *Use of Customer Data.* Unless it receives Customer's prior written consent, Skip-Line: (i) shall not access or otherwise use Customer Data other than as necessary to facilitate the operation of Spec-Rite® Online or its modules; and (ii) shall not intentionally grant any third party access to Customer Data, including without limitation Skip-Line's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Skip-Line may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Skip-Line shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

(e) *Customer's Rights.* Customer possesses and retains all right, title, and interest in and to Customer Data, and Skip-Line's use and possession thereof is solely on Customer's behalf. Customer may access and copy any Customer Data in Skip-Line's possession at any time, and Skip-Line shall reasonably facilitate such access and copying promptly after Customer's request.

(f) *Privacy Policy.* The Privacy Policy applies only to Spec-Rite® Online and its modules and does not apply to any third-party website or service linked to same or recommended or referred to through Spec-Rite® Online or by Skip-Line's staff. The Skip-Line privacy policy may be found at <https://skipline.com/privacy-policy/>

(g) *Risk of Exposure.* Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using Spec-Rite® Online and its modules, Customer assumes such risks. Skip-Line offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

(h) *Data Accuracy.* Skip-Line will have no responsibility or liability for the accuracy of data uploaded to Spec-Rite® Online or its modules by Customer, including without limitation Customer Data and any other data uploaded by Users.

(i) *Data Deletion.* Skip-Line may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.

(j) *Processed, Aggregate & Anonymized Data.* Notwithstanding the provisions above of this Section ("Customer Data and Privacy"), Skip-Line may use, reproduce, sell, publicize, or otherwise exploit Processed or Aggregate Data in any way, in its sole discretion. "Processed or Aggregate Data" refers to Customer's Data and Content with the following removed: Personally identifiable information, the airport name and designator code, and the names and addresses of Customer and any of its Users or customers.

15. Warranties. Skip-Line represents and warrants that Spec-Rite® Online will substantially conform to the functionality as described in Schedule A; that Skip-Line is the owner of Spec-Rite® Online and its modules (or the

recipient of a valid license thereto with right to sublicense); and that to Skip-Line's knowledge Skip-Line has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, SKIP-LINE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE PRECEDING SENTENCE, OF NON-INFRINGEMENT. Skip-Line provides no warranty whatsoever, including any warranty of non-infringement or title, if Customer uses Spec-Rite® Online and/or its modules in combination with any third-party software or application. Skip-Line does not warrant that Spec-Rite® Online or its modules will perform without error or that Spec-Rite® Online or its modules will run without immaterial interruption and Skip-Line will not be liable for any failure of any third-party component to function as expected or intended, and access is granted thereto on an "as is" and "as available" basis. In the event of breach of the warranties in this Section, Skip-Line, after written notice from Customer, shall: (a) repair Spec-Rite® Online module in question; (b) replace Spec-Rite® Online module in question with a module of substantially similar functionality; or (c) if such attempts do not succeed after thirty (30) days, refund all amounts paid by Customer after the date of written notice for such module. In the event a court of competent jurisdiction finally determines that a Spec-Rite® Online module infringes the intellectual property rights of a third-party, Skip-Line, at its own expense and option, shall promptly take the one of following actions: (1) secure for Customer the right to continue using Spec-Rite® Online module; (2) replace or modify Spec-Rite® Online module to make it non-infringing, provided such modification or replacement does not materially degrade any functionality set forth in Schedule A; or (3) refund the subscription fees paid by Customer since the date of Customer's notice to Skip-Line of a claim of infringement by a third party. The preceding two sentences, in conjunction with Customer's right to terminate this Agreement for breach where applicable, state Customer's sole remedy and Skip-Line's entire liability for breach of the warranties in this Agreement.

16. Limitation of Liability.
SKIP-LINE'S LIABILITY ARISING OUT OF OR

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RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE SUBSCRIPTION FEES PAID BY CUSTOMER TO SKIP-LINE DURING THE TWELVE CALENDAR MONTHS IMMEDIATELY PRECEDING THE DATE OF CUSTOMER'S NOTICE TO SKIP-LINE ALLEGING A BREACH. IN NO EVENT WILL SKIP-LINE, ITS OFFICERS, DIRECTORS, AFFILIATES, OR AGENTS BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS, CONSEQUENTIAL, IN-DIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THE LIABILITIES LIMITED BY THIS SECTION APPLY (a) REGARDLESS OF THE FORM OF ACTION; (b) EVEN IF SKIP-LINE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges that Skip-Line cannot guarantee the accuracy of the results of Spec-Rite® Online and/or its modules, or Customer's use thereof, or of upgrades and technical customer service provided by Skip-Line hereunder and, therefore, agrees that Skip-Line shall not be liable for any damages or losses because of Customer's use of Spec-Rite® Online and/or its modules, or the information produced by them, or because of such upgrades or technical customer services rendered. Customer agrees to save and hold Skip-Line harmless from, and indemnify Skip-Line against all costs, losses, damages, claims, liabilities, obligations, or expenses resulting from or relating to Customer's Customer Data, Customer's use of Spec-Rite® Online and/or its modules and any modifications or updates thereto, and the use of Skip-Line's services provided hereunder to Customer, its employees or agents or any third parties. Customer hereby acknowledges that any breach of Customer's obligations under this Agreement, including without limitation, unauthorized disclosures relating to Spec-Rite® Online and/or its modules, its or their use or transfer, will diminish substantially the value to Skip-Line of its proprietary rights therein and cause Skip-Line irreparable harm and that legal remedies in such circumstances will be inadequate. Accordingly, Skip-Line shall be entitled to equitable relief including, without limitation, injunctive relief as well as money and other damages available to it under applicable law.

17. **Feedback.** Skip-Line has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer provides to Skip-Line, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Skip-Line's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. "Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Skip-Line's products or services. If applicable law limits the application of the provisions of this Section, Skip-Line's liability will be limited to the maximum extent permissible. The limitation of liability provisions of this Agreement reflect an informed voluntary allocation of the risks (known and unknown) that may exist in connection with the provision of the goods and services provided hereunder by Skip-Line, and that such voluntary risk allocation represents a fundamental part of the agreement reached between Skip-Line and Customer.

18. **Further Notices.** Skip-Line hereby notifies Customer that Spec-Rite® Online products may include Google Maps features and content; and that any use of Google Maps features and content is subject to the then-current versions of the Google Maps/Google Earth Additional Terms of Service and Privacy Policy located, respectively, at https://maps.google.com/help/terms_maps.html and <https://www.google.com/policies/privacy/>. Skip-Line also uses a variety of other third party services that can be found at <https://skipline.com/spec-rite-online-platform-notices/>.

19. **Dispute Resolution.** In the event of dispute, one party may notice the other party of the dispute by providing a written notice (the "dispute notice") to the other party describing the issues in dispute. The parties shall first seek to resolve the dispute promptly through informal conciliation. Either party may, but is not required to, call for escalation by written notice (the "escalation notice") to the other. If the escalation notice is given, within 10 calendar days of the escalation notice, each party shall designate an executive with authority to make commitments that would resolve the dispute (a "Senior Executive"). The parties' Senior Executives shall meet in person or by telephone within 20 calendar days of their designation and shall negotiate in good faith to resolve the dispute. If the parties cannot resolve such dispute within 35 calendar days of the dispute notice, either party may initiate mediation by providing a written notice (the

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"mediation notice") to the other party describing the issues remaining in dispute. Within 10 calendar days of receipt of the mediation notice, the parties shall choose a mediator who is licensed and in good standing to practice law in Texas and has at least 10 years of prior demonstrable experience in Texas in commercial mediation. If the parties do not reach agreement as to mediator within 10 days of receipt of the mediation notice, each party shall designate a third party and those two designees jointly shall choose a mediator in the dispute. The mediator shall determine the format, required submissions, and time schedule for the mediation and shall facilitate the parties' efforts to achieve a final resolution of the dispute. The fees and costs of the mediator shall be borne equally by the parties. Each party shall be responsible for its own attorney's fees and costs. If the parties do not resolve through mediation all issues in the dispute within 90 calendar days, or such later date as may be designated by the mediator in writing, either or both may initiate litigation of the dispute. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party shall initiate litigation until 30 days after the first mediation conference, unless the other party has materially breached its obligations set forth in this section ("Dispute Resolution"). EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COUNTERCLAIMS REGARDING SUCH DISPUTES, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS AGREEMENT, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY.

20. **Independent Contractor.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Skip-Line employee or contractor will be an employee of Customer. Skip-Line shall be responsible for all employment rights and benefits of Skip-Line employees, including without limitation; (a) federal, state, and local income and employment taxes and social security contributions; (b) workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability

benefits, and other health and welfare benefits, plans, or programs; and (c) insurance.

21. Choice of Law and Jurisdiction.

This Agreement will be governed solely by the internal laws of the State of Texas, without reference to (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of either Texas or New York.

22. Notices. Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

For Skip-Line: Skip-Line, Inc.
10514 N. McAllister Road
La Grande, OR 97850
Attn: President

For Customer: See Proposal Form

23. Technology Export. Customer shall not: (a) permit any third party to access or use Spec-Rite® Online in violation of any U.S. or Canadian law or regulation; or (b) export Spec-Rite® Online or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use Spec-Rite® Online in, or export Spec-Rite® Online to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria). Customer will comply with applicable import and export laws and regulations of the United States and Canada and with U.S. and Canadian export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods (including software, documents, technology, or technical data) or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders
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administered by the Treasury Department's Office of Foreign Assets Control and Controlled Goods (CG) Program of Canada.

24. Assignment. Customer may not assign this Agreement or any of its rights or obligations hereunder without Skip-Line's express written consent. Either Party may assign this Agreement to the surviving party in a merger of that Party into another entity or in an acquisition of all or substantially all that Party's assets. An assignment authorized pursuant to the preceding sentence shall not become effective unless and until the assignee agrees in writing to be bound by all the assigning party's rights and obligations set forth in this Agreement. Except to the extent forbidden in this Section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

25. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

26. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

27. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

28. Conflicts Among Attachments. In the event of conflict with the main body of this Agreement, a Schedule or a Statement of Work or

other exhibit or addendum attached hereto and incorporated herein will govern, but only with respect to the subject matter of such Schedule, Statement of Work, exhibit or addendum.

29. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

30. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

31. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

32. Amendment. This Agreement may not be amended in any other way except through a written agreement by Authorized Representatives of each party. This Agreement may not be modified except in a written agreement signed by authorized representatives of both parties. Notwithstanding the foregoing, the Exhibits to this agreement may be amended by Skip-Line from time to time by giving notice and such amendment becomes effective thirty (30) days thereafter.

33. Digital Signatures. The parties hereby agree to conduct this transaction by electronic means and agree that the Uniform Electronic Transactions Act (UETA), Tex. Bus. & Com. Code Ann. §§ 43.001 et seq., applies to this Agreement. The parties further agree that any digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

SCHEDULE A
General Description of Software Service
Spec-Rite®-Online Platform

Essential Suite Service

Spec-Rite Online Essentials Suite software enables owners to collect the data needed to make smarter decisions, increase resource utilization and reduce costs. Spec-Rite allows you to monitor fleet movements, provide distances and pattern information with data provided from your Skip-Line system.

The Spec-Rite Online subscription – Essential Suite includes the following benefits:

- Unlimited user access to Spec-Rite Online platform.

- Service plan offering extended warranty on hardware for the length of the subscription.
 - No cost warranty repairs while subscription is active
 - Basic maintenance including inspection and testing.
 - Return ground shipping included

- Video Series and Training Program
 - Access to library of equipment videos and training content Skip-Line systems and Spec-Rite Online tools.

Precision Suite Service:

Spec-Rite Online Precision Suite software provides a comprehensive platform for complete markings management, taking your company or organization to the next level with increased performance and decreased waste. Spec-Rite allows you to monitor fleet movements, material usage and environmental conditions in real time for improved job management and higher quality results. The Precision Suite provides templates and automated reporting to send the right reports to the right people, whether it's an inspector, supervisor, GIS engineer, tort claim specialist, or cost accounting personnel.

The Spec-Rite Online subscription – Precision Suite includes the following benefits:

- Unlimited user access to Spec-Rite Online platform.

- Service plan offering extended warranty on hardware for the length of the subscription.
 - No cost warranty repairs while subscription is active
 - Basic maintenance including inspection and testing.
 - Return ground shipping included

- Video Series and Training Program
 - Access to library of equipment videos and training content Skip-Line systems and Spec-Rite Online tools.

Skip-Line may revise the technical specifications of Skip-Line® Online Platform at any time by posting a new version at <https://skipline.com/spec-rite-online-platform-specs/> and giving Customer notice, provided no such revision may materially degrade the above-described functionality.