THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 22-818

SAP Number

Registrar of Voters

Department Contract Representative	Stephenie Shea
Telephone Number	387-2100
Contractor	OptimoRoute, Inc.
Contractor Representative	
Telephone Number	
Contract Term	9/13/22-9/12/27
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract: Terms of Service with OptimoRoute, Inc., including non-standard terms, for routing and dispatch application to manage logistics of election equipment, for purchase amounts as authorized by County Policy for a period beginning upon each access of the service and continuing during the period of use, until terminated by the County.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold	►	►
Bonnie Uphold, Supervising Deputy County Counsel		Stephenie Shea, Interim Assistant Registrar of Voters
Date 9-9-22	Date	Date 9/9/22

TERMS OF SERVICE

These Terms of Service (the "Agreement") is a contract in electronic format between you as an end-user and OptimoRoute Inc., governing the use of the OptimoRoute™ route and schedule planning service (the "Service"). By accessing and using our Service, you are agreeing that you will be bound by and comply with the terms and conditions of this Agreement. The terms "OptimoRoute Inc.", "OptimoRoute™", "we", "us" or "our" refers collectively to the licensor OptimoRoute Inc. and our website OptimoRoute.com (the "Site"). The term "you" or "your" refers to you as the user and licensee ("Customer") of our Service under this Agreement. OptimoRoute™ and Customer are sometimes referred to herein separately as a "Party" and together as the "Parties".

This Agreement is applicable as of the date you access and use our Service. We make the Service available through our Site as provided in this Agreement. We provide our Service to you under and subject to the most recent version of this Agreement. We may update this Agreement at any time, without prior notice to you, by posting a new version at https://optimoroute.com/terms-of-service. The latest Agreement will be posted on the Site for your review before using the Service.

You are expected to have read this Agreement with due care. If you do not agree with all the terms and conditions of this Agreement, you must cease using the Service; your continued use of the Service will signify your acceptance of this Agreement.

1. Description of Service

The Service is designed to provide you with the capability to manage your transport or service business. The Service is based on our Route and Schedule Planning Software (the "Route and Schedule Planning Software") that is hosted by us or on our behalf and accessible by you remotely through our Site.

As part of the Service, OptimoRoute™ will provide and operate the servers, system software, and applications software, including our Route and Schedule Planning Software functionality available to you in connection with the Service as provided in this Agreement.

2. Grant of License and Use of Service

The Service becomes available to Customer through subscription to the Service and after the payment of the applicable fee valid at the time of the subscription. The subscription fee (the "Service Fee") is displayed before the subscription to the Service.

Subject to the terms and conditions of this Agreement, OptimoRoute™ grants to you a limited, non-transferable, non-exclusive, non-sublicensable, revocable right and license to access and use our Service to support your business operations for the term of this Agreement unless sooner terminated; provided, however, that you may not use the Service in a resale capacity, or process third-party data in a commercial service bureau environment, and OptimoRoute™ retains all right, title and interest in and to all Route and Schedule Planning Software applications and any materials supplied to you by us.

OptimoRoute™ has the right to close or suspend Customer's account, if we reasonably believe that Customer has breached this Agreement, applicable law or regulations, or otherwise acted in a way that harms OptimoRoute™, its agents or the Service.

Customer can sign up for a free trial with the Service. Under the free trial, Customer can create an account and test the available OptimoRoute™ features. Customer can at any time purchase the Service by notifying OptimoRoute™ and paying the Service Fee.

3. Your Registration Obligations
You represent that you are of legal age to form a binding contract and are not a person barred from receiving services. You also agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the OptimoRoute™ Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or OptimoRoute™ has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, OptimoRoute™ has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). You have the responsibility to safeguard your own login credentials, and are responsible for all activity occurring under your account.

4. Payment
The Service Fee depends on the number of Assets (such as Vehicles, Drivers or other Assets) for which you use OptimoRoute™ Product and Services. The price list is updated at: https://optimoroute.com/pricing. Payments are due in advance. The price list and billing methods may vary over time. Customers can cancel their Account at any time. When Customers unsubscribe they are not charged after the date of cancellation but are responsible for all charges incurred up until the date of cancellation. If you cancel your OptimoRoute™ Service, OptimoRoute™ is not obligated to refund Service charges already paid. Cancellation will take effect at the end of the last Service Term for which charges are already paid.

5. Personal Data
Any personal data relating to an identified or identifiable natural person ("Personal Data") OptimoRoute™ receives from Customer (including without limitation the data Customer submits to the Service) will be used to provide the Services and for identification, account administration, analysis and fraud/loss prevention purposes but only in relation to the Service we provide to Customer. Both OptimoRoute™ and Customer will comply with all applicable laws relating to privacy and the processing of Personal Data (the "Data Protection Laws"). OptimoRoute™'s privacy policy is incorporated in its entirety as a binding part of this Agreement.

All organizations based in the EU or otherwise processing personal data of individuals within the EU are required to comply with the General Data Protection Regulation (GDPR). As a company with Customers in the EU, OptimoRoute™ extends these standards to cover all Customers, including those located outside of the EU/EEA area. Therefore, in regard to personal data processing, the following provisions shall apply;

Customer as data controller: The Customer is regarded as a data controller in regard to any Personal Data collected by the Customer ("Customer's Personal Data"). The Parties acknowledge and agree that: (i) OptimoRoute™ may have access to Customer's Personal Data and will: (a) process the Customer's Personal Data only for the purpose of providing the Service and possible other services to Customer, and to the extent and for the duration necessary for providing the Service; (b) process it only in accordance with the Terms and Customer's lawful instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to Customer's Personal Data; (d) ensure that OptimoRoute™'s personnel authorized to process the Customer's Personal Data have committed

themselves to confidentiality; (e) reasonably and when possible, taking into account the nature and scope of processing, assist Customer in fulfilling Customer's obligation to respond to requests relating to data subjects' statutory rights; (f) reasonably and when possible, taking into account the nature and scope of processing, assist Customer in ensuring compliance with Customer's obligations to perform security and data protection assessments, security incident notifications and/or prior consultations of the competent supervisory authority; (g) shall, within a reasonable time after the termination of the Customer subscription, delete all Customer's Personal Data from its systems; (ii) For Customers based in the EU or European Economic Area Customer's Personal Data shall be processed within the EU/EEA area as well as outside of the European Economic Area. In cases where Customer's Personal Data is processed outside the EU/EEA, OptimoRoute™ shall ensure secure international transfers either via the use of standard model clauses or other appropriate safeguards; and (iii) Customer is the data controller and retains full responsibility for the Customer's Personal Data processed on its behalf by OptimoRoute™ acting as data processor. Customer shall ensure that Customer is entitled to transfer the relevant Customer's Personal Data to OptimoRoute™ so that OptimoRoute™ may lawfully use, process and transfer the Customer's Personal Data in accordance with this Agreement on behalf of Customer. Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Laws.

Customer hereby authorizes OptimoRoute™ to use subcontractors and other processors in the processing of Customer's Personal Data carried out under this Agreement.

More information about the role of Customer as data controller can be found under the privacy policy section Customer as Data controller.

OptimoRoute™ as data controller: In addition to processing data on behalf of Customer as a data processor, OptimoRoute™ also processes certain Personal Data for its own purposes as a data controller. More information regarding this processing can be found under the privacy policy section OptimoRoute™ as Data controller.

OptimoRoute™'s privacy policy is available at https://optimoroute.com/privacy-policy/.

6. Support and Availability of Service

The Service will include remedial maintenance for the Route and Schedule Planning Software our Service is based upon, including all updates, bug fixes, and upgrades to the Route and Schedule Planning Software that are implemented by us during the term of the Agreement.

Subject to the terms and conditions of this Agreement, OptimoRoute™ will use commercially reasonable efforts to provide the Service for twenty-four hours a day, seven (7) days a week through the term of this Agreement. You agree that from time to time the Service may be inaccessible or impossible to use for various reasons, including periodic maintenance procedures or upgrades, service malfunctions and causes beyond our control or that are not reasonably foreseeable by us, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures (collectively, "Downtime"). OptimoRoute™ will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service in connection with Downtime, whether scheduled or not. OptimoRoute™ will not be responsible for any damages or costs incurred by you, including without limitation, lost profits, if any, that may arise in connection with Downtime.

7. Conduct

You agree to comply with our acceptable use policies in connection with your use of the Service. You understand that all information, data, text, software, graphics, or other materials ("User Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such User Content originated. This means that you, and not OptimoRoute™, are entirely responsible for all User Content that you upload, post, e-mail, transmit, or otherwise make available via the Service. OptimoRoute™ does not control the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such User Content. OptimoRoute™ takes no responsibility for, and shall not in any circumstances be liable in any way for any User Content or harm or damages arising therefrom, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed, transmitted, or otherwise made available via the Service. You agree to not use the Service to:

(a) upload, post, e-mail, transmit, or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or harm minors;

(b) impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity;

(c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service;

(d) upload, post, e-mail, transmit, or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or other relationships;

(e) upload, post, e-mail, transmit, or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright, or other property rights of any party;

(f) upload, post, e-mail, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation;

(g) upload, post, e-mail, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

(h) disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in discussions or exchanges;

(i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;

(j) intentionally or unintentionally violate any applicable local, state, national, or international law;

(k) "stalk" or otherwise harass another; and/or

(l) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

You acknowledge that OptimoRoute™ has the right, but not the obligation, to pre-screen or monitor User Content, and that OptimoRoute™ and its designees may in their sole discretion, refuse, move, or take down, remove or discard any User Content that is available via the Service and which in OptimoRoute™'s opinion violates the terms of this Agreement. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. You acknowledge, consent, and agree that OptimoRoute™ may access, preserve, and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

(1) comply with legal process;
(2) enforce the terms of this Agreement;
(3) respond to claims that any User Content violates the rights of third parties;
(4) respond to your requests for subscriber service;
(5) protect the rights, property, interests, or personal safety of OptimoRoute™, its users, and the public; and/or
(6) prevent crime, or report a crime that has already been committed.

8. Restrictions on Use
You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way except as permitted under this Agreement; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) circumvent or attempt to circumvent any usage control features of the Service; (v) probe, scan or test the vulnerability of the Service; or (vi) disrupt other users of the Service or use the Service for phishing or spamming; or (vii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics represented by or incorporated in the Service, or (c) copy any ideas, features, functions or graphics represented by or incorporated in the Service.

9. Unauthorized Use
You will notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

10. Intellectual Property Rights
Any intellectual property rights on a worldwide basis, including, without limitation, patentable inventions (whether or not applied for), patents, patent rights, copyrights, work of authorship, moral rights, database rights, trademarks, service marks, trade names, trade dress, trade secrets and all applications and registrations of all of the foregoing resulting from, or relating to, the performance of the Service that are conceived, developed, discovered or reduced to practice by OptimoRoute™ (the "Intellectual Property Rights"), shall be the exclusive property of OptimoRoute™. Specifically, OptimoRoute™ shall exclusively own all rights, title and interest (including, without limitation, all Intellectual Property Rights throughout the world) in and to the Service and any and all inventions, works of authorship, layouts, know-how, ideas or information discovered, developed, made, conceived or reduced to practice, by OptimoRoute™, in the course

of the performance of the Service. Notwithstanding any provision to the contrary in Section 10, the provisions of this Section 10 do not apply to the Personal Data.

11. Use of Your Information

Your information is used by OptimoRoute™ for the following purposes:

- To deliver functionality and improve the OptimoRoute™ site and/or the Service;
- To fulfill your requests for assistance with, or information about, the OptimoRoute™ site and/or the Service;
- To conduct research about your use of the OptimoRoute™ site and/or the Service and their functionality;
- To offer other OptimoRoute™ services, products, features or functionality that may be of interest to you; and
- To integrate services, products or features from OptimoRoute™'s business partners and service providers that we believe will enhance your experience and the functionality and reach of our Service. If we enter into any future arrangements with business partners or other service providers that require access to your contact information, we will provide notice and an opportunity for you to opt out. In any event, we will require our business partners and service providers to maintain your information in confidence, and not to misuse it.

In addition, when you sign on to the OptimoRoute™ site, we have access to certain technical information that is made available to us by your computer and Internet browser, such as the type of browser you are using, your Internet provider and certain other details that are routinely provided. We may associate part or all of this information with your OptimoRoute™ account to help us personalize your experience. Although no computer system is completely impervious to cyber-attack, we employ industry standard technical, managerial and physical security methods to safeguard your data. For additional information, please consult the OptimoRoute™ Privacy Policy, which addresses in greater detail the types of information collected by OptimoRoute™, and how OptimoRoute™ maintains the confidentiality of your information.

12. Protection of Children

OptimoRoute™ is intended for a general audience, but is not directed to the use by children under the age of thirteen, who may not register without the verifiable consent of a parent or guardian. OptimoRoute™ does not knowingly solicit or maintain any personal information of children under thirteen years of age, and we will take steps to terminate any unauthorized underage registration of which we become aware.

13. User Content

As between OptimoRoute™ and you, you are deemed to possess all right, title and interest in and to any User Content you submit or make available for inclusion via the Service. To the extent that you have the legal right to do so, however, you agree that by making the User Content available for inclusion via the Service, you agree to allow OptimoRoute™ the right to use and display such User Content, in whole or in part, on the Service.

14. Usage Information

The term "Usage Information" shall mean all information collected by us reflecting access and usage of the Site and for our Service, including traffic information and, subject to OptimoRoute™'s privacy policy then in effect, all information directly obtained from an individual visitor accessing the Site. Usage Information does not include User Content as defined above. You agree all Usage Information shall be our exclusive property.

15. Indemnity
You agree to indemnify and hold OptimoRoute™ and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service, your connection to the Service, any content you create, manage or control in connection with the Service, your violation of the terms of this Agreement, or your use of the Service in violation of any third-party rights.

16. Modifications to Service
You acknowledge that OptimoRoute™ may establish general practices and limits concerning use of the Service. You further acknowledge that OptimoRoute™ reserves the right to modify these general practices and limits from time to time. OptimoRoute™ reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that OptimoRoute™ shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, in whole or in part.

17. Links
The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because OptimoRoute™ has no control over such sites and resources, you acknowledge and agree that OptimoRoute™ is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any third-party Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that OptimoRoute™ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third-party Content, goods, or services available on or through any such site or resource.

18. Limited Warranty
ALL SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT OPTIMOROUTE™'S SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." OPTIMOROUTE™, ITS AFFILIATES, AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. OPTIMOROUTE™ MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH OPTIMOROUTE™'S SERVICE REPRESENTATIVES OR WEBSITES, OR THAT THE SERVICES WILL MEET ANY OF CUSTOMER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF SERVICES IS AT CUSTOMER'S SOLE RISK. OPTIMOROUTE™ IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD-PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND OPTIMOROUTE™'S REASONABLE CONTROL.

19. Limitation Of Liability
TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WHATSOEVER SHALL EITHER OPTIMOROUTE™ OR ITS AFFILIATES, OR THEIR RESPECTIVE

EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES, NOR CUSTOMER OR ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, DATA, PROFIT, REVENUE, GOODWILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF EITHER PARTY OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT IN EXCESS OF THE TOTAL MONETARY AMOUNT ACTUALLY RECEIVED BY OPTIMOROUTE™ FROM CUSTOMER FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

20. Term And Termination

Unless the Parties agree otherwise in writing, the performance of the Service shall commence on the date of the subscription or as set out in Customer's order confirmation from OptimoRoute™, and shall continue until the subscription has been terminated (the "Term").

The subscription term can be either monthly or annual, depending on the initial choice of Customer.

Customer may terminate the subscription, without providing notice, at any point. The subscription will remain active until the end of the subscription period for which the customer has prepaid. Customers can terminate the subscription in the OptimoRoute™ web application or by emailing support@optimoroute.com.

For any Service provided by OptimoRoute™ to Customer without a Service Fee (such as a free trial period or similar), OptimoRoute™ shall have the right to terminate such Service immediately without cause at its discretion.

Enterprise Customers who enter into a SAAS Services Agreement with OptimoRoute™ should refer to such agreement for the Term and Termination provisions applicable to such Customers.

Either Party may terminate the Service with immediate effect by serving a written notice to that effect, if: (i) the other Party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not removed or resolved within thirty calendar days; (iii) the other Party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other Party discontinues its business; (v) a receiver is appointed over all or substantially all of the other Party's assets or business; (vi) the other Party is dissolved or liquidated; or (vii) any payment due by the other Party is late for a period of time exceeding 21 days.

21. Effect Of Termination

Other than as required by law, upon termination of the Service in accordance with this Agreement, OptimoRoute™ shall have no further obligation to provide the terminated or any other Service and Customer shall have no obligation to pay any further Service Fees relating to such terminated Service; provided that, notwithstanding such termination, (i) Customer shall remain liable to OptimoRoute™ for any amounts owed and payable in respect of Service

provided prior to the effective date of the termination and (ii) the sections of this Agreement that have been specifically stated as surviving the termination of the Services or sections which would, by their nature, survive the termination of the Services, shall survive any such termination. Any termination of the obligations under this Agreement as to any Service or upon termination of this Agreement will not relieve a Party of any liability for breach hereof.

22. Miscellaneous

(a) Force Majeure

For purposes of this Section 22 (a), a "Force Majeure Event" means an event beyond the control of a Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable and includes, without limitation, acts of God, storms, floods, riots, fires, cloud service provider performance failures and/or power outages, power outages, sabotage, civil commotion or civil unrest, interference by civil or military authorities, and acts of war (declared or undeclared). Continued performance of a Service may be suspended immediately to the extent caused by Force Majeure. The Party claiming suspension of a Service due to Force Majeure will give prompt notice to the other of the occurrence of the event giving rise to the suspension and of its nature and anticipated duration. The Parties shall cooperate with each other to find alternative means and methods for the provision of the suspended Service. Without limiting the generality of the foregoing, neither Party shall be under any liability for failure to fulfill any obligation under these Terms, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.

(b) Entire Agreement

This Agreement (including the OptimoRoute™ Service Order Confirmation, the Subscription Confirmation and the SAAS Services Agreement, whichever is applicable) constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

(c) Transfer of Rights

Neither Party shall transfer any rights or obligations under this Agreement, without the prior written approval of the other Party. Notwithstanding the aforementioned, OptimoRoute™ has a right to transfer such rights and obligations to any affiliate, or to a third party as a part of a sale or other transaction involving the business to which such rights and obligations relate.

(d) Severability

If any terms or other provision of this Agreement or the schedules hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereunder are fulfilled to the fullest extent permitted under applicable law.

(e) Amendment and Modification
OptimoRoute™ has the right to amend the Terms from time to time, by notifying Customer of this by email or in the Service. In the event that Customer does not approve of the amendment to the Terms, Customer has the right to terminate the Service and this Agreement prior to the effective date of the amendment.

(f) No Waiver; Remedies Cumulative
No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(g) Interpretation
The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms. When a reference is made in this to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

(h) Survival of Terms
Termination or expiration of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

(i) Independent Contractors
The relationship of OptimoRoute™ and Customer is that of independent contractors, and nothing contained in this Agreement shall be construed to allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(j) Governing Law and Resolution of Disputes
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the state of Delaware, United States, without regard to conflict of laws principles. You irrevocably agree that the courts of Delaware will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

(k) Non-Solicitation
Customer agrees that, during the Term and for a period of twelve (12) months thereafter, Customer will not solicit, engage, retain or employ, whether directly or indirectly, for any purpose, any current employee, contractor, owner or agent of OptimoRoute™.

(l) Electronic Notices
YOU AGREE TO THIS LICENSE ELECTRONICALLY. YOU AUTHORIZE US TO PROVIDE YOU ANY INFORMATION AND NOTICES REGARDING THE SERVICE ("NOTICES") IN ELECTRONIC FORM. WE MAY PROVIDE NOTICES TO YOU (1) VIA E-MAIL IF YOU HAVE PROVIDED US WITH A VALID EMAIL ADDRESS OR (2) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE. The

delivery of any Notice is effective when sent or posted by OptimoRoute™ regardless of whether you read the Notice or actually receive the delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the Service.

(m) Contact Us

If you have any questions or comments, or think we've overlooked something important to you, please feel free to email us at support@optimoroute.com.