

Direct Communication Solutions, Inc.

MiFleet **SOFTWARE LICENSING AGREEMENT**

THIS AGREEMENT is entered into as of 3/22/19("Effective Date") by and between Direct Communication Solutions, Inc. with offices at 17150 Via Del Campo, Suite #200, San Diego, CA. 92127 ("DCS") and Nsighttel Wireless, LLC, a limited liability company with offices located at 450 Security Blvd, Green Bay, WI 54313 ("LICENSEE").

GENERAL TERMS AND CONDITIONS

WHEREAS, LICENSEE wishes to license software for the purpose of providing Fleet Tracking and Cellular Resource Management (MiFleet) services to its end users and DCS desires to license this software to LICENSEE.

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise specified, capitalized terms used in the Agreement will have the meanings attributed to them in this agreement.

"LICENSEE AGENT" refers to an entity that is an authorized agent of the LICENSEE.

"CUSTOMER" refers to an end user that is a customer of the LICENSEE.

2. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, DCS grants to LICENSEE and LICENSEE AGENTS a non-exclusive, non-transferable license to use the MiFleet App software accessed by the LICENSEE through the Apple Store or Google Play (the "Licensed Programs") as well as the MiFleet cloud-based web portal for the purpose of providing services to LICENSEE CUSTOMERS.

3. CONSIDERATION TO DCS

LICENSEE shall post pay for each 30-day period of using the Licensed Programs. The invoice will be delivered to the LICENSEE's confirmed e-mail address on the last day of each month and it will be due for payment Net 30 day terms.

4. OWNERSHIP

The Licensed Programs, including translations, compilations, modifications, and updates, are the property of DCS. DCS has the unlimited rights to sublicense the Licensed Programs in the US and Canada.

5. CODE REVERSE ENGINEERING (DISASSEMBLING)

The LICENSEE agrees not to analyze, decompile or disassemble; or cause a third party to analyze, decompile or disassemble the software license provided by DCS.

6. PROPERTY RIGHTS

LICENSEE recognizes that DCS regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Except for use explicitly stated in Section 2 of this agreement, LICENSEE agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of LICENSEE without the prior written consent of DCS. LICENSEE further agrees to treat the Licensed Programs with at least the same degree of care with which LICENSEE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs. By accepting this Agreement, LICENSEE accepts the obligation not to duplicate any part of our services (MiFleet) and not to reverse engineer the APP's (Android and/or iOS) either by downloading the APP from Apple Store or Google Play directly provided to you as part of this

agreement. If DCS agrees to publish the apps for the LICENSEE on LICENSEE's own Apple Store or Google Play account, the LICENSEE agrees that DCS is the sole owner of the apps, apps' code and proprietary information.

7. Trademarks

LICENSEE is granted the right to apply its marks on documentation and on any documents, materials and/or websites that are related to or describe its own services under this agreement. Any use of a party's marks shall be in accordance with the relevant owner's approved formats and standards and with such owner's express written permission.

8. TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 9 hereof and subject to LICENSEE's proper performance of its obligations hereunder. After the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms (each a "Renewal Term") unless otherwise terminated as set forth herein.

9. TERMINATION

DCS may terminate this Agreement if LICENSEE is in default of any of the terms and conditions of this Agreement and fails to correct such default within thirty (30) days after notice thereof from DCS. In the event of termination, DCS will immediately discontinue LICENSEE's access to their account. Notwithstanding the foregoing, either party may terminate this agreement upon one hundred and eighty (180) days' notice.

10. Cloud Storage

DCS will keep LICENSEE CUSTOMERs data stored for no less than a period of one year. DCS will ensure that hosted storage provider makes all reasonable efforts to keep all data secure. In an event of a failure, DCS storage provider should keep redundant copies available.

11. SUPPORT

DCS will provide to LICENSEE the support options outlined in Exhibit D.

12. Mobile Application

CUSTOMERs will be able to obtain mobile applications from widely use mobile application stores, such as Google Play (Android) and iTunes (iOS). CUSTOMERs will be able to obtain all future application updates from these mobile application stores.

13. PATENT AND COPYRIGHT INDEMNITY

In the event that a Licensed Program becomes, or in DCS's opinion is likely to become the subject of a claim of infringement of a patent, copyright or trade secret, DCS may at its option either secure LICENSEE's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing. LICENSEE shall cooperate with DCS in the replacement and/or modification of the Licensed Programs regarding a claim of infringement of a patent, copyright or trade secret. LICENSEE shall indemnify, defend and hold harmless DCS, its corporate affiliates, against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorney's fees and other costs and expenses of litigation) for any claims of patent, copyright or trade secret infringement based on LICENSEE's use of a Licensed Program in any form other than the original, unmodified form provide to LICENSEE or the use of a combination of the Licensed Programs with hardware, software or data not supplied by DCS where the used Licensed Program alone in their original, unmodified form would not constitute an infringement. The foregoing states LICENSEE's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

14. LIMITATION OF LIABILITY

DCS' LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LINCESSEE TO DCS. IN NO EVENT, SHALL

DCS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

The use by the LICENSEE of cartographic materials, other images, statistical data and any other information components from the cartographical programs, services, technologies, etc. (hereinafter – programs) providing search and information and other support at creation of illustrative cartographic materials on the basis of the available digital data is possible only by obtaining the corresponding permission by the LICENSEE from the author or other owner of such programs. DCS shall not initiate or control the order of obtaining the specified permission and also doesn't know and can't know at the moment of the grant and after the grant of rights to use the Licensed Programs whether the LICENSEE infringes the legally protected rights and interests of the author, other owner of programs and any third parties, the international treaties and the current legislation. DCS doesn't bear any responsibility for the unlawful use by the LICENSEE of the programs provided by this paragraph.

15. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally be delivered at the address set forth on the front page or by electronic mail to DCS sent to fleetsupport@mifleet.us and to LICENSEE sent to legal@nsight.com. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five (5) days after proper deposit in a mail box or if by electronic mail upon being sent.

16. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

17. SEVERABILITY

In the event, any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

18. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the Delaware (if possible) state shall be the appropriate venue and non-exclusive jurisdiction for the resolution of any disputes hereunder.

Any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement, which have not been resolved by good faith negotiations between DCS and LICENSEE shall be resolved by final and binding arbitration in California, in accordance with the rules then obtaining applicable to the appointment of a single arbitrator of the American Arbitration Association. All expenses and costs of the arbitrators and the arbitration in connection therewith will be shared equally, except that DCS and LICENSEE will each bear the costs of its own prosecution and defense, including without limitation attorney's fees and the production of witnesses and other evidence. Any award rendered in such arbitration shall be final and may be enforced by either party.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights or timely performance of any obligations existing under this Agreement, including without limitation LICENSEE's obligations to make payments. Notwithstanding any other provision of this Agreement, LICENSEE agrees that it shall not withhold or offset such payments, and agrees that LICENSEE's sole remedy for alleged breaches by DCS is pursuant to this section.

Notwithstanding any other term of this Agreement, prior arbitration shall not be required, nor shall any arbitrator have the power to enjoin, notice of termination or effective termination of the license of this Agreement.

19. NON-ASSIGNMENT

Except for use explicitly stated in Section 2 of this Agreement, this Agreement and licenses granted by it may not be assigned, sublicensed, or otherwise transferred by LICENSEE without the prior written consent of DCS.

20. REPRESENTATIONS

DCS and LICENSEE hereby represent to one another as follows:

- a. It is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or registered, and has full corporate or other power and authority and the legal right to own or license and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement.
- b. This Agreement has been duly executed and delivered on behalf of DCS and LICENSEE, by signatories duly authorized to enter into this Agreement.

21. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in LICENSEE's purchase orders or DCS order acknowledgment forms.

22. PRICING AGREEMENT

See Exhibit A for pricing options.

DCS and LICENSEE may agree upon special pricing promotions from time to time whereas DCS will issue LICENSEE a coupon code to reduce the monthly fee for an agreed upon time.

23. RESPONSIBILITIES OF THE PARTIES

a. DCS

- i. Provide the service and support as described in Modules A, B, C & D;
- ii. Provide LICENSEE a roadmap of new Services features;
- iii. Provide marketing collateral and training materials as deemed necessary by DCS;
 - i. Provide hardware and software required to interact with the Services
 - ii. Use reasonable methods to communicate to LICENSEE CUSTOMERS about problems with DCS services that are reasonably within the responsibilities of DCS to remedy;

b. LICENSEE

- i. Actively promote, market and sell DCS services;
- ii. Provide initial support to LICENSEE CUSTOMERS questions or problems about DCS services;

24. LICENSEE CUSTOMER Relationship

DCS will not solicit LICENSEE CUSTOMERS. LICENSEE holds the direct relationship with its CUSTOMER.

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IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSEE:

Nsighttel Wireless, LLC

By: "Dan Fabry"
(Signature)

Name: Dan Fabry

Title: C.O.O.

LICENSOR:

Direct Communication Solutions, Inc.

By: "Michael T. Lawless"
(Signature)

Name: MICHAEL T. LAWLESS

Title: E.V.P.

Exhibit A: MiFleet Carrier Program

Premium Design and White Label Package	
<p>Branding - customized design style to match your company's style, including color, scheme, fonts and logo.</p> <p>Web Application – hosted fleet management software in a secured, global redundant environment</p> <p>Mobile Applications - iOS and Android mobile applications.</p> <p>Data History - Extended One Year Unit History</p> <p>GPS Device Catalog - access to a fully comprehensive fleet and asset management product portfolio</p> <p>Support – application software support and troubleshooting, continued device modifications and maintenance</p> <p>Training – direct access to our application specialists</p> <p>Activation Tools – in territory activation & provisioning equipment for wireless carrier partners, including dedicated PC and serial communications equipment</p> <p>Pricing – access to premium application & product discounts</p>	<p>\$5,000 (One time Setup Fee)</p>

MiFleet Monthly Recurring Costs	
<p>Dedicated Server Support – dedicated server access & support for your custom URL (example: login.yourdomainname.com)</p>	<p>\$250.00 (Monthly)</p>
<p>Unit Cost* – MiFleet Commercial Solution price per gps device, mobile phone, or tablet submitting GPS data to the system</p> <p>1500 Units Plus = 10% Discount on Unit Cost 3000 Units Plus = 20% Discount on Unit Cost 6000 Units Plus = 30% Discount on Unit Cost</p>	<p>\$8.00 (Monthly)</p>



Exhibit B: Hardware & Services Pricing

GPS Devices

<u>Part #</u>	<u>Description</u>	<u>VAR COST</u>
MF2630L-CC-00-VPD2-260001	MiFleet - MF2630 LTE (CellCom) - 3 Wire Installation, vPod2, Internal Antenna & Backup Battery (OBDII Alternative)	\$ 156.62
MF2630L-CC-00-A260-260000	MiFleet - MF2630 LTE (CellCom) - 3 Wire Installation, Power Cable, Internal Antenna & Backup Battery	\$ 108.19
MF2830L-CC-00-A000-128300	MiFleet - MF2830 LTE (CellCom) - Trailer Tracker	\$ 141.45
MF2830L-CC-00-T1-128300	MiFleet - MF2830 LTE (CellCom) - Trailer Tracker, 1 Temp Probe	\$ 153.15
MF2830L-CC-00-T2-128300	MiFleet - MF2830 LTE (CellCom) - Trailer Tracker, 2 Temp Probe	\$ 164.85
MF-LIC-01	MiFleet - Monthly Subscription	\$ 8.00
MF2-LIC-01	MiFleet V2 - Monthly Subscription	\$ 5.00

White Label Packaging/Branding

<u>Product Name</u>	<u>Product Description</u>	<u>Price/Each</u>
Product Box	6x5x1.5 Box, Min Quantity 500	\$1.50
Product Branding Label	Min Quantity 1000 (3030 or 2600 Style)	\$0.35

Exhibit D: SLA (Service Level Agreement)

Service Level Agreement

1. Service Availability

Subject to the terms within this Service Level Agreement (“SLA”), the Services will be available to the extent provided by the third-party hosting service to DCS which is not within DCS Span of Control. The Services Availability will mean the uptime of the Services excluding Scheduled Downtime and events outside DCS Span of Control. The parties will begin to measure the availability of the Services upon “Commercial Use” of the Services. Commercial Use will be defined as the general availability of the Services to LICENSEE.

2. Scheduled Downtime/Maintenance

DCS will notify LICENSEE of any scheduled downtime for the Services (including downtime for DCS to implement platform upgrades, patches and/or fixes) (“Scheduled Downtime”).

3. LICENSEE Support Responsibilities

LICENSEE shall provide initial services to support LICENSEE CUSTOMERS.

This includes:

- a. Responding to general questions about the services;
- b. Responding to questions or problems with connected devices;
- c. Forwarding suspected problems with the service to DCS;
- d. Providing resolution details of all problems to LICENSEE CUSTOMERS

4. DCS Support

DCS will provide support to LICENSEE pertaining to problems attributable to the Services according to the following table. This includes:

- a. Assignment of problem Severity Level
- b. Estimated Resolution Timeframe
- c. Ongoing communication of status till resolution

SEVERITY LEVEL	GUIDELINES FOR INCIDENT LEVELS	RESOLUTION TARGET*	FOLLOW-UP WITH CUSTOMER
1	<p>LICENSEE CUSTOMER will be deemed to have experienced a Severity Level 1 outage if LICENSEE CUSTOMER experiences the following conditions caused by items within DCS Span of Control:</p> <ul style="list-style-type: none"> • A 2-hour complete loss of ability to connect to the Services, or connected device data is missing or corrupted. 	Four (4) hours	<p>DCS will use commercially reasonable efforts to make first contact with LICENSEE or LICENSEE CUSTOMER within fifteen (15) minutes of notification of incident by LICENSEE.</p> <p>Thereafter, updates will be provided promptly after new information about the incident is available.</p>

SEVERITY LEVEL	GUIDELINES FOR INCIDENT LEVELS	RESOLUTION TARGET*	FOLLOW-UP WITH CUSTOMER
2	<p>LICENSEE CUSTOMER will be deemed to have experienced a Severity Level 2 outage if LICENSEE CUSTOMER experiences the following conditions caused by items within DCS Span of Control:</p> <ul style="list-style-type: none"> • A general slowdown of Services performance over 2 hours 	Twenty four (24) hours	DCS will use commercially reasonable efforts to make first contact with LICENSEE or LICENSEE CUSTOMER within fifteen (15) minutes of notification of incident by LICENSEE. Thereafter, updates will be provided promptly after new information about the incident is available.
3	Severity 3 outages are issues that do not affect the operation of the Services and are comprised of "informational" messages (e.g. anomalies with the Services or requests for feature enhancements).		DCS will respond within 30 days and provide a timeframe for resolution.

* Targets and not guarantees, but a statement of intent.

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