



Direct Communication Solutions, Inc.

MiFleet SOFTWARE LICENSING AGREEMENT

THIS AGREEMENT is entered into as of this 9th day of July, 2018 (“Effective Date”) by and between Direct Communication Solutions, Inc. with offices at 17150 Via Del Campo, Suite #200, San Diego, CA. 92127 (“DCS”) and Bluegrass Cellular Inc., a Kentucky corporation with a principal place of business at 2902 Ring Rd., Elizabethtown, Kentucky 42701, for itself and on behalf of Kentucky RSA 3 Cellular General Partnership, Kentucky RSA 4 Cellular General Partnership, Cumberland Cellular General Partnership, and Bluegrass Wireless LLC (“LICENSEE” or “Bluegrass Cellular”).

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. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, DCS grants to Licensee a non-exclusive, non-transferable license to us 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 portal for the purpose of providing services to the LICENSEE’s end-users.

2. 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.

3. 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.

4. 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.

5. PROPERTY RIGHTS

Licensee recognizes that DCS regards the code for the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Except for use explicitly stated in Section 1 of this agreement, Licensee agrees not to provide or to otherwise make available in any form the code for 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 code for 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 such code. By accepting this Agreement, licensee accepts the obligation not to reverse engineer the Licensed Programs (Android and/or iOS). If DCS agrees to publish the Licensed Programs for the Licensee on Licensee’s own Apple Store or Google Play account, the Licensee agrees that DCS is the sole owner of the Licensed Programs, including its underlying code.

6. TERM

Subject to Licensee’s performance of its obligations hereunder, the license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof.



7. 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 without cause or any liability therefor upon no less than ninety (90) days' prior written notice.

8. SUPPORT

DCS will provide to Licensee the support options outlined in Exhibit A.

9. 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, trademark, or trade secret, DCS may at its option either secure Licensee's right to continue using the Licensed Programs, or replace and/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, trademark, or trade secret. In addition to the foregoing, DCS shall also indemnify, defend, and hold harmless Licensee, its affiliates, directors, officers, employees, and agents ("Licensee Indemnified Parties") from and against all claims, demands, causes of action, judgments, settlements, or other liabilities, costs, or expenses of any nature whatsoever asserted by a third party against Licensee Indemnified Parties in connection with an alleged infringement of any patent, copyright, trademark, trade secret, or other intellectual property right arising out of, incidental to, or resulting directly or indirectly from DCS's license of the Licensed Programs to Licensee. Licensee shall indemnify, defend and hold harmless DCS and 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, trademark, or trade secret infringement based on Licensee's use of a Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied or approved by DCS where the use of the Licensed Program alone in its 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.

10. LIMITATION OF LIABILITY

EXCEPT AS STATED IN SECTION 9 WITH RESPECT TO INDEMNITY OBLIGATIONS OF THE PARTIES, DCS' LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO DCS. IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR PUNITIVE, 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 does not know and cannot 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 does not bear any responsibility for the unlawful use by the LICENSEE of the programs provided by this paragraph.

11. 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 Jalmas@bluegrasscellular.com, mgray@bluegrasscellular.com, and dsanderson@bluegrasscellular.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.

12. 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.

13. SEVERABILITY

In the event that 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.

14. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the state of New York, which shall also be the appropriate venue and the courts of which shall have jurisdiction over the resolution of any disputes hereunder.

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.

15. NON-ASSIGNMENT

Except for use explicitly stated in Section 1 of this Agreement, this Agreement and licenses granted by it may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent (which shall not be unreasonably withheld, conditioned, or delayed) of the non-assigning party.

16. 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, 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.

17. 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.



18. PRICING AGREEMENT

Licensee agrees to pay certain fees and charges as described in the attached exhibits, which are incorporated herein by reference. Any monthly fees shall be invoiced by DCS on the first of every month subsequent to the month in which this Agreement commences. Notwithstanding the pricing terms described in the attached and incorporated exhibits, 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.

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

LICENSEE:

LICENSOR:

Bluegrass Cellular Inc., for itself and on behalf of Kentucky RSA 3 Cellular General Partnership, Kentucky RSA 4 Cellular General Partnership, Cumberland Cellular General Partnership, and Bluegrass Wireless LLC

Direct Communication Solutions, Inc.

By: DocuSigned by:
Barry Nothstine
C0AED6FED0EB458...
(Signature)

By: DocuSigned by:
Michael T. Lawless
1EAEDBA9D711494...
(Signature)

Name: Barry Nothstine

Name: Michael T. Lawless

Title: Vice President, Sales & Marketing

Title: Vice President, Sales & Marketing



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>Real Time Carrier Support – email/phone support staffed from 8AM -5PM CT</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>\$2,500 <u>(One time Setup Fee)</u></p>

Monthly Recurring Costs	
<p>Dedicated Server Support – dedicated server access & support for your custom URL (example: login.yourdomainname.com)</p>	<p>\$250 <u>(Monthly)</u></p>
<p>Unit Cost* – 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>\$7.99 <u>(Monthly)</u></p>



Exhibit B: ELD 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>Real Time Carrier Support – email/phone support staffed from 8AM -5PM CST</p> <p>Training – direct access to our application specialists</p> <p>Pricing – access to premium application & product discounts</p>	<p>\$3,000 <u>(One time Setup Fee)</u></p>

Monthly Recurring Costs	
<p>Dedicated ELD Support – maintenance and support to ensure ELD solutions are current and up-to-date</p>	<p>\$500 <u>(Monthly)</u></p>
<p>Driver Cost* – price per driver added to the ELD 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>\$4.50 <u>(Monthly)</u></p>



Exhibit C: Hardware & Services Pricing

GPS Devices

Product Name	Targeted Market	Product Description	Price
MF3030	Light Duty Vehicles	3030 Series GPS Tracking Device with Plug & Play capabilities (30 Second Reporting)	\$105
MF2630	Heavy Duty Vehicles	2600 Series GPS Tracking Device with Internal Antenna & Internal Battery (30 Second Reporting)	\$129
MF2630L	Heavy Duty Vehicles	2600 LTE Series GPS Tracking Device with Internal Antenna & Internal Battery (30 Second Reporting)	\$137
MF4230	Heavy Duty Vehicles	4230 Series GPS Tracking Device with 6 PIN Gray Vehicle Connector (30 Second Reporting)	\$249
MF2830	Rental Equipment	2800 Series with Extended Battery (1 per day on Battery; 30 Seconds on motion detected)	\$129
MF2830T	Refrigerated Trailers	2800 Series Temperature Reporting with Extended Battery (1 Report per Hour)	\$149
MF720	Trailer Tracking	700 Series with Internal Antenna and Long Life Battery (24 Hour Reporting)	\$171
MF620	Asset Tracking	600 Series with Internal Antenna (24 Hour Reporting) - AA Batteries Not Included	\$107

ELD Hardware

Product Name	Targeted Market	Product Description	Price
MF4230	ELD Required Vehicles	4230 Series GPS Tracking Device & Vehicle Connector (30 Second Reporting)	\$249
MFVEO	ELD Required Vehicles	v-Series Tablet with Telematics & Vehicle Connector (30 Second Reporting)	\$499

Packaging/Branding

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

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