



FUELTRUST MASTER SOFTWARE AS A SERVICE CUSTOMER AGREEMENT

This Master Software as a Service Customer Agreement (“SaaS Agreement”) is a binding agreement between FuelTrust, and the entity (“Customer”) identified in an ordering document incorporating this SaaS Agreement by reference (“Order” or “Orders”). This SaaS Agreement is effective as of the date Customer clicks “Accepted and Agree To” or as otherwise stated in the Order (“Effective Date”).

I. Scope

- a. FuelTrust will provide subscription services, professional services, products and/or offline components (“Service” or “Services”) identified in an Order. This SaaS Agreement and all Orders (collectively referred to as the “Agreement”) represents the parties entire understanding regarding the Services and shall control over any different or additional terms of any purchase order or invoicing terms. In the event of a conflict between this Agreement and an Order, the terms of the Agreement will control over the terms of an Order unless the Order specifically states that it is intended to modify or override one or more specific terms in the SaaS Agreement.

II. Use of the Services

- a. FuelTrust grants to Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license (“License”) to use its Services that Customer accesses through FuelTrust’s Application Portal (“Application Portal”) or Services in accordance with this Agreement. Included in the license is access to the product developed from aggregated Business Data and provided in various forms through the Services (“Data Results”); and the data that is compiled from Content in the aggregate with other FuelTrust data (“Aggregated Data”), which are proprietary product of FuelTrust.
- b. Services are designed to be available 24 hours a day, 7 days a week, except for scheduled and emergency maintenance. FuelTrust shall provide at least two (2) weeks’ notice online or via email for all scheduled maintenance.
- c. Customer will submit its business data (“Business Data”) and text, images, photos, audio or video files, and other forms of data (“Content”) through the Application Portal at pre-agreed upon collection points.
- d. FuelTrust, in its sole discretion, may from time to time make modification to the Services including (i) its features, functions and components and (ii) ways in which FuelTrust compiles, reports, distributes, and delivers the aggregated or resultant data output.
- e. Customer may access the Services solely through its subscription (“Subscription”) and only to the number of users (“Authorized User”) or entitled limits (“Entitlements”) which it has purchased as outlined in the applicable Order. Customer is responsible for all use of the Services accessed using Customer credentials and for protecting its passwords, credentials, and other log-in information.
- f. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services it needs to connect to, access or otherwise use the Service, including, without limitation, communications devices, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account credentials, passwords (including but not limited to administrative and Permitted User passwords) and files, and for all uses of Customer’s account credentials to access the Service or the Equipment with or without Customer’s knowledge or consent.
- g. Customer agrees to use the Services and any materials or insights derived from the data provided by, or obtained from, the Services, solely for its own internal business purposes and for processing its own data (whether created, purchased, licensed, or otherwise customer has legal rights to control), and that it shall not license, sublicense, sell, assign, resell, rent, lease, transfer, distribute, time share or otherwise commercially export or make the Services or result data from the Service available to any third party as part of a service bureau arrangement or otherwise (“Internal

Business”); to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and such data, and to notify FuelTrust promptly of any such unauthorized use.

- h. Customer shall comply with all applicable laws and regulations in its use of the Services, including laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer data.

III. Restrictions

- a. Customer shall not distribute any Data Results or Aggregated Data, to any third party, provided, however, this limitation shall not apply to Customer’s internal trading strategies, business or strategic plans or any other derivative works resulting from Customer’s use of the Data Results. Customer shall not publish or disclose any Data Results.
- b. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any FuelTrust software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by FuelTrust or authorized within the Services); or remove any proprietary notices or labels.
- c. Customer shall not use the Services or any FuelTrust product or services as a factor in establishing and individual’s eligibility for credit, employment or insurance, or for any other consumer-initiated transaction as defined in applicable European Union consumer credit law(s) or the U.S. Fair Credit Reporting Act or; or submit the Services other FuelTrust products to collect, store or process any sensitive individually identifiable information in prohibition against any then current and applicable privacy law or regulation (including but not limited to the GDPR and the California Consumer Privacy Act).

IV. Risk Profiles.

Customer understands and acknowledges that FuelTrust compiles individual and aggregate Business Data and Content to develop customer risk profiles of all its customers. By using the Services, Customer hereby consents to FuelTrust’s periodic compilation and publication of Customer risk profiles. At FuelTrust’s sole discretion it may compile and publish the risk profiles of its customers and other third parties as it deems necessary. FuelTrust has no obligations to Customer regarding the risk profile results. Customer hereby waives any claim related to FuelTrust’s development, compilation, and publication of any risk profiles. Should FuelTrust, at its sole discretion, determine that Customer has tampered with the Business Data and Content while using the Services, FuelTrust may immediately suspend Customer’s access to the Services.

V. Content and Privacy

- a. By submitting Business Data and Content through the Application Portal, Application Programmable Interfaces (API), or other FuelTrust authorized mechanisms, Customer grants to FuelTrust a perpetual, irrevocable, worldwide, royalty free license to (i) use Content in, for, and through FuelTrust’s products (including but not limited to Fuel Trust and its affiliates’ blockchain and global supply chain products and all derivative works related thereto) (b) compile and / or aggregate Content with other FuelTrust Business Data (“Aggregated Data”) to develop FuelTrust’s Data Results, (c) disseminate the Aggregated Data output to Customers and other FuelTrust subscribers and related entities; and (d) create derivative works from the Aggregated Data output. To the extent that Customer may have intellectual property rights (direct or derivative) in the Content submitted to FuelTrust’s Services, or through FuelTrust’s software, products, Application Portal, and/or otherwise, Customer hereby grants and assigns to FuelTrust usage rights to the intellectual property related thereto, and all rights to any derivative works developed by FuelTrust therefrom.
- b. Customer agrees that, other than as otherwise identified herein, the Content submitted to the Services or through FuelTrust’s products and/or Services does not or will not contain personally identifiable information (“PI”) except where such product(s) or Service(s) specifically state in writing that PI is permitted. Customer agrees that by accessing the Services and other FuelTrust products, Customer shall not pursue any ownership right (including but not limited to intellectual property ownership rights) for any content or derivative work developed from Content and/or the Business

Data submitted to FuelTrust's platform by Customer or any third party. FuelTrust is under no obligation to review or screen Content or Business Data of any customer. Customer reserves all rights in and to the Business Data and Content that are not granted to FuelTrust pursuant to the applicable Order.

- c. Customer shall not use the Services for backup or storage of its Content. FuelTrust may, but shall not be required to, retain and/or use Content while Customer has a subscription to Services and in no event shall FuelTrust be required to retain or to provide copies of Content to Customer upon expiration of an Order.
- d. Customer shall obtain all necessary permissions and grant such permissions to FuelTrust, its affiliates and contractors of either, to use, provide, store or otherwise process Content in the Service.
- e. FuelTrust and its contractors shall maintain, and monitor appropriate administrative, technical, and physical safeguards to protect the Business Data and Content against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure, unauthorized, unlawful, or accidental loss, destruction, acquisition, or damage or any other unauthorized form of processing).
- f. FuelTrust will manage Content containing personally identifiable information ("PI") as set forth in FuelTrust's privacy policy (the "Privacy Policy") found at <https://fueltrust.io/legal/privacy/>. FuelTrust's Privacy Policy applies only to the FuelTrust's Technology Platform and does not apply to any third-party websites or service linked to the Services or recommended or referred to through the subscription by FuelTrust or other customers.
- g. To the extent that any personal information (PI) is included in the Content, it shall be processed in accordance with FuelTrust's Data Processing Addendum ("DPA") that can be found <https://fueltrust.io/legal/DPA/>.

VI. Confidential Information

- a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of FuelTrust includes non-public information regarding features, functionality and performance of the Services. Confidential Information of Customer includes non-public data provided by Customer to FuelTrust to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

VII. Warranties and Disclaimers

- a. FuelTrust shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the onboarding and any additional services in a professional and workmanlike manner.
- b. FuelTrust does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services and Data Results.
- c. Customer represents, covenants, and warrants that (i) Customer shall not use the Services or Data Results in any jurisdiction for unlawful, obscene, offensive, or fraudulent activity such as promoting or causing harm sending unsolicited, abusive, or deceptive messages, viruses, or harmful code, or violation a third parties rights and (ii) that the Business Data and Content submitted or transmitted to FuelTrust will not violate the rights of any third party (including without limitation intellectual property, privacy, or publicity rights).

- d. Customer understands and agrees that sharing content online involves risks of unauthorized disclosure or exposure and that, in submitting content to or transmitting it through the FuelTrust's services and products, customer assumes these risks. FuelTrust offers no representation, warranty, or guarantee that your content will not be exposed or disclosed through the services or FuelTrust's other products, or through errors or actions of third parties, regardless of FuelTrust's policies, procedures, security and privacy measures, or other measures intended to protect and secure Business Data and Content.
- e. Except as expressly set forth in this section, the Services, products, onboarding, Result Data, Aggregated Data, and any additional services are provided "as is" and FuelTrust disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement of intellectual property rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing: (a) FuelTrust does not represent or warrant that the system will perform without interruption or error; (b) FuelTrust does not represent or warrant that the system is secure from hacking or other unauthorized intrusion or that your content will remain private or secure; and (c) FuelTrust disclaims any representation or warranty concerning products or services or the Aggregated Data or Result Data.

VIII. Technical Support and Feedback

- a. FuelTrust will provide basic technical support to Customer for the Services.
- b. FuelTrust willingly accepts product and service feedback ("Feedback"). Customer is encouraged to submit product issues, use cases and enhancement requests for evaluation by FuelTrust product management, support, and engineering. All enhancement requests and resulting modifications to the Service are the property of FuelTrust and Customer hereby does and will assign such rights to FuelTrust to, profit from, disclose, publish, keep secret, or otherwise exploit Feedback for its benefit.

IX. Professional Services

- a. To the extent that Customer has purchased any on-boarding, expert, or consulting services as outlined in an Order, FuelTrust's Professional Services Addendum shall apply and can be found <https://fueltrust.io/legal/PSA/>.

X. Proprietary Rights

- a. Customer shall own and retain all right, title and interest in and to its Content.
- b. FuelTrust shall own and retain all right, title and interest including all intellectual property rights in and to (i) the Services (ii) all improvements, enhancements, modifications or Feedback to the Service ("New IP"), (iii) any software, applications, inventions or other technology developed in connection with the Services or other onboarding services or support, (iv) Result Data, (v) Aggregated Data, and (vi) all Intellectual Property rights related to any of the foregoing.
- c. Customer hereby assigns and will assign to FuelTrust any and all right, title, and interest in and to FuelTrust's New IP, including without limitation all applicable intellectual property rights and agrees to provide FuelTrust any assistance it may reasonably require to document, perfect, and maintain, its rights in and to such New IP.
- d. Except as expressly set forth in this Agreement, neither party grants any rights or license under its intellectual property rights pursuant to this Agreement.

XI. Payment of Fees

- a. Customer will pay FuelTrust the then applicable fees described in the Order for the Services subscription(s), onboarding services, and any additional add-on services or otherwise the Customer has selected and in accordance with the terms therein (the "Fees").
- b. If Customer's actual usage of the Services exceeds the entitlements set forth on the Order during the applicable subscription term or otherwise incurs additional fees (per the terms of this Agreement or the Order), Customer shall be billed for such additional usage and Customer agrees to pay the additional fees in the manner provided herein.

- c. Full payment for undisputed Fees must be received by FuelTrust thirty (30) days after the subscription start date specified on the Order. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate suspension or termination of Offering Services or other services. Disputed fees that remain unresolved for more than ninety (90) days shall be paid, but should resolution determine that the disputed fees are not valid, FuelTrust shall reimburse Customer within thirty (30) days following said determination between the parties.
- d. Customer will pay any and all applicable national, provincial, federal, state, and local sales, use, value added tax, excise, duty, and any other taxes of any nature assessed on the use or consumption of the Services, except to the extent Customer has provided FuelTrust with a valid tax exemption or direct pay certificate that exempts Customer from such payment. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to FuelTrust, Customer will pay the required amount to the relevant governmental authority and provide FuelTrust with an official receipt or certified copy or other documentation evidencing the payment. FuelTrust will include on each invoice such taxes that are the responsibility of Customer (classified by type of tax, ie., VAT, sales tax, etc.) and for which FuelTrust has a legal obligation to collect and remit to the appropriate authority.

XII. Term and Termination

- a. Subject to earlier termination as provided below, this Agreement is for the Initial Term as specified in the Order ("Initial Term"), and for any additional renewal periods mutually agreed upon by the parties ("Renewal Term"). If the parties agree to automatic renewal, unless the Customer provides FuelTrust a forty-five (45) day written notice not to renew, the Order will automatically renew for the specified term.
- b. The Initial Term and any Renewal Terms collectively constitute the "Term" of the applicable Order.
- c. Either party may immediately terminate the Agreement if the other party materially breaches any of the terms and conditions of the Agreement, provided the one who is in breach is given notice and reasonable time to cure. Non-payment is a material breach.
- d. Either party may terminate this SaaS Agreement without cause upon thirty (30) days' notice to the other party. Any Order term that extends beyond the termination of this SaaS Agreement, this SaaS Agreement remains in effect for that Order until the end of that Order term.
- e. FuelTrust may suspend or limit, to the extent necessary, Customer's use of the Service(s), where applicable, if FuelTrust determines there is a material breach of customer's obligations, an existing or reasonably suspected threat of a security breach, violation of law, or breach of the terms set forth in Section I of this Agreement. If the cause of the suspension can be easily remedied, FuelTrust will provide notice of the actions Customer must take to reinstate the Service(s). If Customer fails to take such actions promptly FuelTrust may terminate the applicable Order.
- f. Upon termination of an Order, Customer's license and access to the applicable Service will terminate; (b) FuelTrust will cease providing the applicable Service(s); and (c) Customer will promptly remove the applicable FuelTrust software from its systems.

XIII. Indemnity

- a. Customer will defend, indemnify, and hold harmless FuelTrust, its affiliates and licensors, and each of its respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (i) Customer's or any Authorized Users' use of the Service (including any activities under your FuelTrust account and use by Customer employees and personnel); (ii) breach of this Agreement or violation of applicable law by Customer, Authorized Users or Content; or (iii) a dispute between Customer and any Authorized User. Customer will reimburse FuelTrust for reasonable attorneys' fees, as well as its employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third party claims described in (i) through (iii) above at our then-current hourly rates.

- b. Subject to the limitations in this Section IV, FuelTrust will defend Customer against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.
- c. Subject to the limitations in this Section IV, Customer will defend FuelTrust, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any Business Data or Content infringes or misappropriates a third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.
- d. Neither party will have obligations or liability under this Section IV(d) arising from infringement by combinations of the Services or Content, as applicable, with any other product, service, software, data, content or method. In addition, FuelTrust will have no obligations or liability arising from Customer or any Authorized User's use of the Services after FuelTrust has notified Customer to discontinue such use. The remedies provided in this Section IV are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or Content.
- e. For any claim covered by Section VI(b), FuelTrust will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.
- f. The obligations under this Section VI will apply only if the party seeking defense or indemnity: (i) gives the other party prompt written notice of the claim; (ii) permits the other party to control the defense and settlement of the claim; and (iii) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

XIV. Limitation of Liability

- a. FUELTRUST AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER FUELTRUST NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICES, (II) FUELTRUST'S DISCONTINUATION OF ANY OR ALL OF THE SERVICES AND OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES OR OFFERINGS; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO FUELTRUST FOR THE SERVICE) AND OTHER OFFERINGS UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

XV. Beta and Trials

- a. A customer may be authorized to use the Service that is generally available or is not generally available ("Beta Services") to other FuelTrust customers, during a trial period for the purpose to evaluate its functionality and technology ("Trial"). Any such use is solely at Customer's own risk. Customer may only participate in a Trial one time and for a limited amount of time that is specified by FuelTrust that maybe withdrawn or terminated by FuelTrust at any time. Neither service level

agreements (SLA) nor support are applicable to the Trial. There are no fees charged for the Trial unless specified by FuelTrust. Notwithstanding the Warranty and Disclaimer Section, during the Trial the Services and Beta Services are provided "AS-IS" with no express or implied warranty whatsoever.

XVI. Governing Laws

- a. Each Party is responsible for complying with all applicable laws and regulation applicable to its business, including all applicable privacy laws.
- b. 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), shall be governed by, and construed in accordance with, the law of the State of Texas, United States of America, without regard to its conflict of laws provisions. The Parties hereby exclude the 1980 United Nations Convention on Contracts for the International Sale of Goods from this Agreement. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

XVII. Publicity

- a. Neither party shall issue publicity or general marketing communications concerning the other party without such other party's prior written approval.
- b. Subparagraph (a) of this Section XIV notwithstanding, the parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with FuelTrust to serve as a reference account upon request. FuelTrust may refer to the Customer as being a customer of FuelTrust.

XVIII. General

- a. Customer may not remove or export from the United States or allow the export or re-export of the Offering Services, or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- b. The Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent; provided, however, that either party may assign this Agreement (including all rights and obligations hereunder), without consent of the other party, to an Affiliate or to a successor in interest to all or substantially all of the business or assets of such party.
- c. Neither party is responsible for any delay or failure in performance of any part of this Agreement, except for the payment of the Fees, to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control.
- d. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- e. Subject to the limited rights expressly granted hereunder, FuelTrust reserves all rights, title and interest in and to the Subscription Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- f. 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.

- g. 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.
- h. All provisions that would naturally survive the termination of this Agreement shall so survive.
- i. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notice to FuelTrust shall be sent to either legalnotice@FuelTrust.io or

FuelTrust, Inc
ATTN: PRESIDENT
c/o Seltzer Chadwick Soefje & Ladik, PLLC
2100 Travis Street, Suite 645
Central Square
Houston, Texas 77002

- j. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in writing and signed by both parties, except as otherwise provided herein.

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