

END USER SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTION 6 AND 7; AND LIABILITY IN SECTION 8. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE. **DEFINITIONS:** When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined: "**Licensor**" means Capital Technology Solutions, LLC., with its main address located at 1112 South Villa Drive, Evansville, IN. 47714. "**Software**" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Capital Technology Solutions, LLC. or third party computer information or software; (ii) digital images, stock photographs, screenshots, clip art, sounds or other artistic works ("Stock Files"); (iii) related explanatory written materials or files ("Documentation"); and (iv) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by Capital Technology Solutions, LLC. (Collectively, "Updates"). **"Use"** or **"Using"** means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation. **"Licensee"** means You or Your Company, unless otherwise indicated. **"Permitted Number**" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

SOFTWARE LICENSE: As long as you comply with the terms of this End User License Agreement (the "Agreement"), Capital Technology Solutions, LLC. grants to you a non-exclusive license to Use the Software for the purposes described in the Documentation. Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials. You may install and Use a copy of the Software on your compatible computer, up to the Permitted Number of computers for the paid subscription to the software as a service, for as long as the subscription continues to be paid.

INTELLECTUAL PROPERTY RIGHTS: The Software and any copies that you are authorized by Capital Technology Solutions, LLC. to make are the intellectual property of and are owned by Capital Technology Solutions, LLC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Capital Technology Solutions, LLC. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software or any of its parts, in any way. You may not show, demonstrate, or otherwise share any portion of the software to parties outside of your company, particularly potential competitors of the product, as such conduct would be damaging to the market competitiveness of Capital Technology Solutions, LLC. And you will be found liable for damages. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

Any information supplied by Capital Technology Solutions, LLC. or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for information should be directed to the Capital Technology Solutions, LLC. Customer Support Department. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. This Agreement does not grant you any intellectual property rights in the Software.

You may not, rent, lease, sublicense or authorize all or any portion of the Software to be copied onto another users computer.

NO WARRANTY: The Software is being delivered to you "AS IS" and Capital Technology Solutions, LLC. makes no warranty as to its use or performance. Capital Technology Solutions, LLC. AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, Capital Technology Solutions, LLC. AND ITS SUPPLIERS MAKE NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

PRE-RELEASE PRODUCT AND/OR NEW FEATURE ADDITIONAL TERMS: If the product you have received with this license is pre-commercial release or beta Software ("Pre-release Software"), then the following Section applies. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supersede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Software is a pre-release version, does not represent final product from Capital Technology Solutions, LLC., and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you "AS-IS", and Capital Technology Solutions, LLC. disclaims any warranty or liability obligations to you of any kind. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT IT MAY BE LIMITED, Capital Technology Solutions, LLC.'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (U.S. \$50) IN TOTAL. You acknowledge that Capital Technology Solutions, LLC. has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that Capital Technology Solutions, LLC. has no express or implied obligation to you to announce or introduce the Pre-release Software and that Capital Technology Solutions, LLC. may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by Capital Technology Solutions, LLC., you will provide feedback to Capital Technology Solutions, LLC. regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, such as the Capital Technology Solutions, LLC. Serial Agreement for Unreleased Products, your use of the Software is also governed by such agreement. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release

Software or release by Capital Technology Solutions, LLC. of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Capital Technology Solutions, LLC. and to abide by the terms of the End User License Agreement for any such later versions of the Pre-release Software. Notwithstanding anything in this Section to the contrary, if you are located outside the United States of America or Canada, you agree that you will return or destroy all unreleased versions of the Pre-release Software within thirty (30) days of the completion of your testing of the Software when such date is earlier than the date for Capital Technology Solutions, LLC.'s first commercial shipment of the publicly released (commercial) Software.

LIMITATION OF LIABILITY: IN NO EVENT WILL Capital Technology Solutions, LLC. OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN Capital Technology Solutions, LLC. REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. Capital Technology Solutions, LLC.'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits Capital Technology Solutions, LLC.'s liability to you in the event of death or personal injury resulting from Capital Technology Solutions, LLC.'s negligence or for the tort of deceit (fraud). Capital Technology Solutions, LLC. is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Capital Technology Solutions, LLC.'s Customer Support Department.

GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the state of Indiana.

GENERAL PROVISIONS: If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Capital Technology Solutions, LLC. Updates may be licensed to you by Capital Technology Solutions, LLC. with additional or different terms. This is the entire agreement between Capital Technology Solutions, LLC. and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

NOTICE TO U.S. GOVERNMENT END USERS: The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. For U.S. Government End Users, Capital Technology Solutions, LLC. agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

COMPLIANCE WITH LICENSES: If you are a business or organization, you agree that upon request from Capital Technology Solutions, LLC. or Capital Technology Solutions, LLC. 's authorized representative, you will within thirty (30) days fully document and certify that use of any and all Capital Technology Solutions, LLC. Software at the time of the request is in conformity with your valid licenses from Capital Technology Solutions, LLC.. If you have any questions regarding this Agreement or if you wish to request any information from Capital Technology Solutions, LLC. please use the address and contact information included with this product to contact the Capital Technology Solutions, LLC. office serving your jurisdiction. Capital Technology Solutions, LLC., Dispatch Crude, DispatchCrude.com, Dispatch Commodity, DispatchCommodity.com, Dispatch Fuel, and DispatchFuel.com are either registered trademarks or trademarks of Capital Technology Solutions, LLC. in the United States and/or other countries.