

CUBIC ITS TERMS AND CONDITIONS

These terms and conditions of sale (the "Terms and Conditions") constitute the terms and conditions of sale between Cubic ITS and the party identified on the face hereof or in any separate quote, purchase order or services agreement ("Buyer").

No understanding, promise or representation, and no waiver, alteration, addition to, or modification of any provision hereof, shall be binding upon Cubic unless agreed to in writing by an authorized representative of Cubic. Cubic's acceptance of any order is subject to Buyer's assent to all of the terms and conditions set forth herein. Buyer shall be deemed to have accepted these terms and conditions upon its receipt of Cubic's order acknowledgment or from Buyer's acceptance of all or any part of the services or products ordered. These Terms and Conditions supersede all other agreements, oral or written heretofore made between Buyer and Cubic relating to the subject matter contained herein.

Section I.

TERMS OF SALE

A. GENERAL These Terms and Conditions apply to equipment purchases, spare parts, software licensing, services and repairs obtained from Cubic. These terms apply to orders placed by the issuance of a purchase agreement or purchase order via email, facsimile, courier or mail as well as to electronic sales placed by Buyer through a Cubic website, if applicable.

B. PRICING All prices are in United States Dollars, exclusive of all applicable taxes and are subject to correction or change without notice. Buyer agrees to pay and be solely responsible for the payment of any applicable taxes other than taxes payable based on Cubic's net income. Export orders may be subject to special pricing. Market sensitive products will be priced according to current market conditions. Despite our efforts, occasional pricing errors may occur. Cubic reserves the right to cancel any and all orders resulting from such pricing errors, even if Buyer has received an order confirmation from Cubic.

C. CHANGES All changes in any term or condition hereof must be agreed to and accepted by Cubic. Any difference in price, delivery or other terms resulting from such change shall be equitably adjusted and the purchase agreement/purchase order modified accordingly.

D. TERMINATION/CANCELLATION In the event of a partial termination or if the entire purchase agreement/purchase order is terminated, the Buyer shall pay 100% of the actual costs incurred by Cubic relating to such termination plus 15%, up to a maximum of 115% of the value of the purchase agreement/purchase order.

E. DELAY IN SHIPMENT If the Buyer fails to accept shipment in accordance with the agreed schedule, such failure may be considered by Cubic as a Breach entitling Cubic to terminate this purchase agreement/purchase order in whole or in part, as applicable, in accordance with Clause F hereof.

F. DELIVERY Delivery date is the date stated in the purchase agreement/purchase order acknowledgment. Cubic will not allow partial shipments without the consent of the Buyer.

G. SHIPMENT and RISK OF LOSS Shipment will be F.O.B. Origin Freight Paid. Transportation method is at Cubic's option and Cubic shall bear the responsibility for outbound transportation charges. The risk that

the ordered goods may be lost, damaged or delayed in transit shall be borne by Buyer at the point of origin.

H. INVOICING AND PAYMENT TERMS Invoicing shall take place at time of shipment. Payment terms are net thirty (30) days from date of invoice. Buyer agrees that these same terms will also apply to any partial shipments. Cubic accepts cash, check, Electronic Funds Transfer and certain credit cards. All credit extended by Cubic to Buyer and the limits of such credit, is at Cubic's sole discretion, and may be reduced or revoked by Cubic at any time, for any reason. As a condition for the continued extension of credit, Buyer agrees to provide Cubic with current credit information and the latest annual financial statement within five (5) business days following request by Cubic. Furthermore, Cubic reserves the right to charge Buyer a late payment fee at the rate of one and one-half percent (1½%) of the amount due for each month or portion thereof that the amount due remains unpaid or such amount as may be permitted under applicable law.. Export orders may be subject to special export payment terms and conditions. All payments must be made in U.S. dollars. If Buyer fails to make payment within thirty (30) days of invoice, or fails to comply with Cubic's credit terms, or fails to supply adequate assurance of full performance to Cubic within a reasonable time after requested by Cubic (such time as specified in Cubic's request), Cubic may defer further shipments or interrupt services, if any, until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order in accordance with Clause F hereof. Additionally, Buyer, and each of its subsidiaries and affiliates, agrees to provide to Cubic proper authorization necessary for Cubic to request any financial information from third parties. Buyer agrees to assume responsibility for, and Buyer hereby unconditionally guarantees payment of, as provided herein, all purchases made by Buyer, its subsidiaries and affiliates. Each of Buyer's subsidiaries and affiliates purchasing from Cubic are jointly and severally liable for purchases with Buyer, and Buyer is also acting as agent for such subsidiaries and affiliates.

I. SALES AND SIMILAR TAXES The prices provided for in any purchase agreement/purchase order are exclusive of any present or future import duty, federal, state, provincial, county, municipal, or other sales, use, excise, gross receipts, value added or similar tax with respect to the products and services covered hereby, and of any inventory or property tax or other similar charges with respect to the products and services covered hereby, unless such taxes are provided in the applicable quotation. If Cubic is assessed or is required by applicable law or regulation to pay or collect any such duty, tax, or charge on account of this purchase agreement/purchase order, then such amount of tax or taxes shall be paid by the Buyer to Cubic in addition to the prices otherwise provided in the purchase agreement/purchase order. If the Buyer is exempt from the payment of applicable duty, tax, or charge, the Buyer shall provide Cubic with a suitable copy of the tax-exempt certificate or permit at the time the purchase agreement/purchase order is issued.

J. WARRANTY Cubic warrants to the Buyer that the deliverables hereunder will be free from defects in material and workmanship, and that services will be the kind and quality designated or specified in the quotation. In particular: See Section III, Software License Agreement, for Support and Maintenance applicable to software. See Section II below for warranty applicable to services. The warranty applicable to equipment, spare parts and repairs shall apply to defects in materials and workmanship appearing within one (1) year from the date of shipment by Cubic. If any deliverables do not conform to the applicable warranty, and if the Buyer promptly notifies Cubic, Cubic shall thereupon, if it confirms the

existence of the claimed defect, including non-conformance with the applicable specification, correct the defect by, at Cubic's option, either repairing the defect at no charge to Buyer, or by making necessary replacement products available at the Buyer's location.

THIS LIMITED WARRANTY DOES NOT COVER LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (OTHER THAN INSTALLATION BY CUBIC), MAINTENANCE, MISUSE, NEGLIGENCE, OR ANY CAUSE OTHER THAN THE BUYER'S, OR ITS CUSTOMER'S OR CONTRACTOR'S, USE OF THE PRODUCT IN THE APPLICATION IT WAS INTENDED; (ii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN AS AUTHORIZED BY CUBIC; OR, (iii) IS DUE TO STORAGE OR USE IN AN IMPROPER ENVIRONMENT, EXCESSIVE OR INADEQUATE HEATING OR AIR CONDITIONING, AND ELECTRICAL POWER FAILURES, SURGES OR OTHER IRREGULARITIES WHILE IN THE CUSTODY OR CONTROL OF BUYER OR ITS CUSTOMER OR CONTRACTORS.

CUBIC IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY HARDWARE OR COMPUTER OPERATING SYSTEMS WHICH ARE NOT COMPATIBLE WITH THE SYSTEM SPECIFICATIONS AS SET FORTH IN CUBIC'S TECHNICAL DOCUMENTATION, OR FOR PROBLEMS IN THE INTERACTION WITH NON-CUBIC SUPPLIED SOFTWARE, THE USE OF WHICH IS NOT APPROVED BY CUBIC. CUBIC SHALL HAVE NO LIABILITY WITH RESPECT TO DELIVERABLES THAT WERE SUBJECTED TO ABUSE, VANDALISM OR MISUSE. THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY, IN LIEU OF ALL OTHER WARRANTIES, AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

K. RETURN/RESTOCKING CHARGES No returns, for any reason, will be accepted without Buyer obtaining a Return Material Authorization (RMA) Number in advance from Cubic. A 25% restocking fee based on the item price will be charged to the Buyer for all returns for reasons other than warranty. Freight charges will be the responsibility of the Buyer. Before returning any product for any reason, Buyer must: (i) contact the Cubic facility from which the product was purchased; (ii) use the Cubic ticketing system <http://cubicits.freshdesk.com>; or (iii) call Customer Care at 1-866-652-5347 to speak to your Customer Service Representative.

L. MAINTENANCE Buyer shall be responsible for the maintenance of any deliverables provided. In the event Buyer elects to have Cubic perform maintenance, such maintenance will be provided at prevailing service rates.

M. LIMITATION OF LIABILITY

CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE SUFFERED BY BUYER WITH RESPECT TO THIS PURCHASE AGREEMENT/PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO, LOSS OF PRESENT OR PROSPECTIVE CUBIC TERMS AND CONDITIONS PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

N. TITLE The title and right of possession of Buyer's equipment repaired or modified hereunder shall remain with the Buyer, subject to any applicable lien rights of Cubic. Cubic shall bear risk of loss for Buyer's property while on Cubic's premises. Reasonable access to this equipment shall be provided to Buyer. Cubic shall retain title for all shipped items until delivery F.O.B. Origin Freight Prepaid.

O. CHOICE OF LAW / DISPUTES The validity, interpretation and performance of the purchase agreement/purchase order shall be governed by and construed under the laws of the State of Texas, excluding its choice of law principles. Any controversy or claim arising out of or relating to the purchase agreement/purchase order, transaction or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in Fort Bend County, Texas, USA, in accordance with the rules of the American Arbitration Association ("AAA"). There shall be one arbitrator appointed by the AAA trained in the law who shall have experience in arbitration of similar disputes. The language of the arbitration shall be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall be responsible for its respective costs and attorneys' fees incurred in arbitration, except that costs and fees invoiced by the AAA for the services of the arbitrator(s) and its own fees and expenses shall be borne equally by the parties.

P. PROPRIETARY RIGHTS AND SOFTWARE Title to all Cubic and third-party software (including software embedded within hardware), proprietary data, intangible property, intellectual property, patents, patents pending, trade secrets, copyrights, trade dress, service and trademarks, service and trade names, designs, drawings, and the like, shall remain with Cubic or relevant third party, as applicable. All software usage hereunder shall be governed by the Cubic Software License Agreement, Section III. Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Cubic, or any trademarks or service marks owned by suppliers to Cubic. Buyer shall have no right to copy or use any of the intellectual property of Cubic or its suppliers without Cubic's written permission.

Q. CONFIDENTIALITY Buyer shall treat the delivery items as confidential, and shall not disclose them, nor any part of them to third parties Only Buyer's employees who have a need to know, and who are informed in writing not to disclose the deliverable items or any part of them to third parties, may have access to the deliverable items. Buyer shall not reverse engineer the deliverable items. In addition, any other items which are marked as confidential, proprietary, or the like, shall not be disclosed to any third party and may be disclosed to only those employees of Buyer described above.

R. FORCE MAJEURE The parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure or inability to perform any obligation(s) contained in the purchase agreement/purchase order which is beyond a party's reasonable control. Such causes may include, but are not limited to, any act of God, severe weather conditions, catastrophic events, fire, flood, lightning, earthquake, tornado, labor disputes, transportation delays, pandemic, war, terrorism (actual or threatened), revolution, riot, sabotage, act of the public enemy, explosion, embargo, confiscation or act or failure to act of any government, agency, board or commission. Lack of finances shall in no event be deemed to be a cause beyond a party's reasonable control.

S. CUSTOM PRODUCTS Cubic may offer products manufactured or assembled to Buyer's specifications ("Custom Product(s)"). Cubic is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Cubic for Custom Products.

CUBIC'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. CUSTOM PRODUCT WARRANTY PROVIDED BY CUBIC SHALL BE LIMITED TO DEFECTS IN MATERIALS AND WORKMANSHIP ARISING IN THE FIRST YEAR AFTER THE DATE OF SHIPMENT AND WILL BE BUYER'S SOLE REMEDY. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

T. EXPORT COMPLIANCE Cubic's performance hereunder may be subject to export restrictions, regulations, and licensure. Buyer shall assist Cubic, to the extent necessary, in obtaining all applicable U.S. Government export licenses. Cubic's failure to timely receive appropriate export licensure or government documentation shall excuse Cubic from performance.

Once the delivery items are in Buyer's custody, Buyer shall comply with continuing export restrictions, regulations, licensure, and technical assistance agreement(s), including without limitation, the International Traffic in Arms Regulations, Title 22 Code of Federal Regulations Section 120 et seq. Buyer shall defend and indemnify Cubic from all losses and damages arising from Buyer's breach of the obligations set forth in this Section.

U. ANTI-BRIBERY/GRATUITIES/CORRUPTION COMPLIANCE Buyer hereby certifies that it has and will continue to comply with all applicable anti-bribery, anti-corruption, and procurement integrity laws and regulations (including, but not limited to, the United States Foreign Corrupt Practices Act and the U.S. Procurement Integrity Act) in all matters pertaining or related to the subject matter of this Agreement. Buyer shall, from time to time, provide written certifications to this effect upon written request from Cubic.

SECTION II

ADDITIONAL TERMS AND CONDITIONS RELATED TO THE PERFORMANCE OF SERVICES.

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, PERFORMANCE OF SERVICES WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL SERVICE TERMS"). SERVICES MAY BE PERFORMED BY: (i) CUBIC, ITS EMPLOYEES AND AGENTS ("CUBIC PERSONNEL"); (ii) CUBIC SUBSIDIARIES OR AFFILIATES ("CUBIC SERVICE ENTITIES"); OR THIRD-PARTY SUBCONTRACTORS ("THIRD-PARTY PROVIDERS"). FOR PURPOSES OF THIS SECTION II, CUBIC PERSONNEL, CUBIC SERVICE ENTITIES AND THIRD-PARTY PROVIDERS ARE EACH REFERRED TO AS A "SERVICE PROVIDER" AND EACH SERVICE PROVIDER, TOGETHER WITH ITS PERSONNEL, IS REFERRED TO AS "SERVICE PROVIDER PERSONNEL." THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION II ARE EXTENDED SOLELY BY THE SPECIFIC SERVICE PROVIDER PERFORMING SERVICES. DEPENDING UPON THE NATURE OF THE SERVICES PROVIDED, THE APPLICABLE SERVICE PROVIDER MAY REQUIRE BUYER TO EXECUTE ADDITIONAL CONTRACTUAL DOCUMENTS PRIOR TO THE PERFORMANCE OF SUCH SERVICES. IN THE EVENT OF A CONFLICT BETWEEN THE STANDARD TERMS AND CONDITIONS IN SECTION I AND THE ADDITIONAL SERVICE TERMS IN SECTION II, THE ADDITIONAL SERVICE TERMS IN SECTION II SHALL PREVAIL FOR THE PERFORMANCE OF SERVICES.

AA. LIMITED SERVICES WARRANTY ALL SERVICES WILL (i) BE PERFORMED IN A WORKMANLIKE MANNER; (ii) CONFORM TO THE SPECIFICATIONS (IF ANY) PROVIDED BY THE SERVICE PROVIDER IN A STATEMENT OF WORK; AND (iii) IF SERVICES ARE IMPROPERLY PERFORMED AND BUYER NOTIFIES THE SERVICE PROVIDER OF THE IMPROPERLY PERFORMED SERVICES WITHIN 90 DAYS AFTER PERFORMANCE OF SUCH SERVICES, THEN THE SERVICE PROVIDER WILL RE-PERFORM THOSE SERVICES, IN WHOLE OR IN PART, AS NECESSARY TO CURE THE PARTICULAR BREACH, OR AT THE SERVICE PROVIDER'S SOLE OPTION, REFUND THE AMOUNT PAID BY BUYER FOR THE SERVICES DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH. THE SERVICE PROVIDER'S RE-PERFORMANCE OR REFUND OF AMOUNTS PAID BY BUYER FOR THE SERVICE DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY.

BB. WARRANTY DISCLAIMER AND WAIVER FOR SERVICES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION II FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION II ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

CC. LIMITATION OF LIABILITY THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SERVICES. THE SERVICE PROVIDER'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SERVICES THAT GIVES RISE TO ANY PARTICULAR LIABILITY.

DD. PAYMENT AND CREDIT TERMS Except as otherwise agreed to by the parties, Buyer will be invoiced upon completion of mutually agreed milestone(s) or completion of services. Payment terms are net thirty (30) days from the date of invoice. All other payment terms are as set forth in Section I.

EE. TERMINATION Either party may terminate the service agreement at any time and for any reason upon sixty (60) days' written notice to the other party. If terminated by Buyer, Buyer shall, in addition to amounts previously paid, pay Service Provider an amount equal to the value of any work completed and not billed plus all reasonable wind-down costs to close out the service agreement the greater of (i) Ten percent (10%) of the total project cost quotation thereto (the "Total Project Cost"), or (ii) an amount equal to the Total Project Cost multiplied by the percentage completion for such project at the time the notice of termination is given, as determined by Service Provider.

FF. INDEMNITY Buyer shall defend, indemnify and hold harmless Service Provider and its respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all any claims, suits, liabilities, damages, settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the Indemnified Party. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, Buyer shall resist and defend such action, suit or proceeding by counsel of its choice with consent from the Indemnified Party, at the sole expense of Buyer, provided that (i) the Indemnified Party notifies Buyer promptly in writing of the claim; (ii) Buyer's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) Buyer has control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status, provided that Buyer shall only settle the legal action with consent from the Indemnified Party; and (iv) the Indemnified Party provides Buyer with all reasonably necessary assistance, information, and authority to perform the foregoing at Buyer's expense.

GG. ACCESS TO BUYER'S PREMISES To the extent access to and/or office space within Buyer's premises is required; Buyer shall provide Service Provider personnel such access to and/or office space within Buyer's premises free of charge as necessary for performance of services supplied by Service Provider. Prior to starting any work at Buyer's premises, Buyer will: (i) provide documentation that identifies any existing hazardous materials or dangerous or potentially dangerous conditions on or about Buyer's premises; and (ii) allow Service Provider personnel, at its option, reasonable access to Buyer's premises to perform or have performed a visual site inspection. Service Provider will have no responsibility or liability for the actual existing conditions; or identifying, correcting or advising Buyer of existing conditions on Buyer's premises ("Pre-Existing Conditions"), and Buyer shall be responsible for and shall indemnify each Service Provider and each of the Service Provider personnel from and against any Liabilities arising out of or relating to any Pre-Existing Conditions, regardless of whether previously disclosed to any Service Provider or Service Provider personnel. Buyer shall not attempt to condition the right of Service Provider personnel to obtain free access to Buyer's premises upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of Service Provider or

Service Provider personnel. If any Service Provider personnel sign such an agreement, waiver, or release, it shall be of no force and effect.

Buyer shall comply with Cubic's workplace safety requirements, including the COVID-19 Workplace Safety Protocols and all other applicable laws relating to workplace safety and COVID-19 including Executive Order (EO) 14042 on Ensuring Adequate COVID Safety Protocols for Federal Contractors, DFARS 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-0009) and FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (Deviation). Buyer shall also comply with such other and further protocols and rules as may be announced by Cubic from time to time or required by additional US Government regulations, EOs or under the guidance of the Safer Federal Workforce Task Force.

HH. RIGHT TO SUBCONTRACT Buyer agrees that the Service Provider may subcontract the performance of services to third parties. Buyer authorizes the Service Provider to disclose all information to the subcontractor, including confidential information necessary for such performance of services by the subcontractor.

SECTION III

SOFTWARE LICENSE AGREEMENT

THE SOFTWARE PROGRAMS AND/OR DOCUMENTATION (“SOFTWARE”) PROVIDED TO YOU ARE LICENSED, NOT SOLD. CUBIC ITS, (“CUBIC”), OWNS ALL COPIES OF THE SOFTWARE, INCLUDING BACKUP AND ARCHIVAL COPIES. YOU (THE “LICENSEE”) ONLY HAVE THE LIMITED RIGHTS EXPRESSLY GRANTED TO YOU UNDER THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT (“SLA”).

LICENSEE UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING TERMS AND CONDITIONS AND AGREES THAT INSTALLING, OPERATING OR USING THE SOFTWARE IN ANY WAY INDICATES LICENSEE’S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. **Rights in Data.** Licensee acknowledges and agrees that all ownership rights, title and interest in the Software shall remain with Cubic, whether or not incorporated into or with other software, including, but not limited to, the right of copyright. Licensee acknowledges and agrees that the Software is the proprietary information of Cubic and that this Agreement grants Licensee no title or right of ownership in the Software.
2. **License Grant.** In consideration of the payment of the license fee under separate agreement and Licensee’s acceptance of the terms of this SLA, Cubic hereby grants to Licensee a royalty free, irrevocable, perpetual, nonexclusive, non-transferable, non-sublicensable license to use the Software. Any revision changes, updates, upgrades or enhancements to the Software that are provided to Licensee shall be subject to all terms of this SLA. Licensee may make one (1) copy of the Software for back-up purposes only.
3. **Restrictions.** Licensee may not: (a) copy (other than the one copy for back-up purposes), distribute, rent, lease, assign, transfer, mortgage, or sell the Software or sublicense all or any portion of the Software; (b) reverse engineer, decompile or disassemble the Software; or (c) modify, alter or make derivative works of the Software. Licensee agrees to keep confidential and implement reasonable measures to prevent and protect the Software and its contents from unauthorized disclosure or use. Licensee also agrees to include the copyright notice, trademark, or proprietary legends of Cubic associated with the Software on the back-up copy, and to verify the same has been affixed to any revision changes, updates, upgrades or enhancements that are provided to Licensee.
4. **Media Warranty.** For ninety (90) days from the date of delivery (the “Media Warranty Period”), Cubic warrants that the media on which the Software is contained will be free from defects in materials and workmanship. During the Media Warranty Period, Licensee may return the defective media to Cubic and it will be replaced without charge. Replacement of media is Licensee’s sole remedy in the event of a media defect in breach of this warranty.
5. **Support and Maintenance.** The Software shall substantially perform as described in the Cubic documentation, as it exists on the date of delivery for one year from the date of delivery. Cubic’s sole obligation for support and maintenance shall be limited to using reasonable efforts to correct reported defect(s) and to supply a corrected version as soon as is reasonable after Cubic is notified of such defect(s).

6. THE LIMITED WARRANTIES CONTAINED HEREIN DO NOT INCLUDE LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (INSTALLATION BY ANYONE OTHER THAN CUBIC OR AS APPROVED BY CUBIC); (ii) IS DUE TO MISUSE, NEGLIGENCE, FAILURE TO PERFORM PROPER AND REQUIRED MAINTENANCE, OR ANY USE OTHER THAN IN A TRANSIT APPLICATION BY LICENSEE OR ITS CUSTOMER OR CONTRACTORS; (iii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN CUBIC OR AS AUTHORIZED BY CUBIC; OR, (iv) IS DUE TO STORAGE OR USE IN AN IMPROPER ENVIRONMENT, EXCESSIVE OR INADEQUATE HEATING OR AIR CONDITIONING, AND ELECTRICAL POWER FAILURES, SURGES OR OTHER IRREGULARITIES WHILE IN THE CUSTODY OR CONTROL OF LICENSEE OR ITS CUSTOMER OR CONTRACTORS. IN ADDITION, CUBIC DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE SHALL OPERATE IN ALL COMBINATIONS OR SEQUENCE; THAT ALL SOFTWARE ERRORS OR DEFECTS FOR WHICH THERE IS A REASONABLE WORK-AROUND WILL BE CORRECTED; OR THAT THE SOFTWARE IS FREE FROM VIRUS AND ALL LATENT DEFECTS. CUBIC IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY COMPUTER HARDWARE OR OTHER COMPUTER OPERATING SYSTEMS WHICH ARE NOT COMPATIBLE WITH THE SYSTEM SPECIFICATIONS REQUIRED TO RUN THE SOFTWARE AS SET FORTH IN CUBIC'S TECHNICAL DOCUMENTATION, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-CUBIC SUPPLIED SOFTWARE, THE USE OF WHICH IS NOT APPROVED BY CUBIC.

7. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, CUBIC GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

8. CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE EXPERIENCED BY LICENSEE WITH RESPECT TO THIS SOFTWARE LICENSE AGREEMENT AND/OR USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO THE TOTAL VALUE OF THE LICENSE FEE PAID FOR THE SOFTWARE GIVING RISE TO ANY SUCH LIABILITY.

9. INDEMNIFICATION.

(a) Cubic agrees to defend, or at its option settle, indemnify and hold Licensee harmless from any and all third party intellectual property infringement suits, claims, or proceedings brought against Licensee as a result of Licensee's stand-alone use of the Software where Licensee has (i) given Cubic prompt notice of such suit, claim, or proceeding; (ii) allowed Cubic to have sole control of the defense or settlement of such suit, claim or proceeding; and (iii) given Cubic all necessary assistance to defend the same.

(b) Notwithstanding subparagraph (a) above, Cubic shall not be bound to defend, indemnify, or hold Licensee harmless where (i) such claim or action would have been avoided but for modifications of the Software, or portions thereof, made after delivery to the Licensee; (ii) such claim or action would have been avoided but for the combination or use of the Software, or portions thereof, with

other products, processes or materials not supplied or specified in writing by Cubic; (iii) Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iv) Licensee's use of the Software is not strictly in accordance with the terms of this Software License Agreement. Licensee will be liable for all damages, costs, expenses, settlement and attorneys' fees related to any claim of infringement arising as a result of (i) – (iv) in the immediately preceding sentence.

(c) If a third party's claim endangers or disrupts Licensee's use of the Software, Cubic shall, at Cubic's option and at no charge to Licensee, (i) obtain a license so Licensee may continue use of the Software; (ii) modify the Software to avoid the infringement; (iii) replace the Software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to Licensee the amount paid for the Software as depreciated on a straight-line sixty (60) month basis; provided, however, Cubic shall have no such obligation where any of subparagraphs (b)(i)-(iv) apply.

(d) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CUBIC, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

10. EXPORT REGULATIONS. If the Software is for use outside of the United States, Licensee agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Software and media are not exported in violation of the United States Export Laws.

11. MAINTENANCE. Licensee may obtain maintenance support after the one year period for the Software by purchasing a software maintenance contract from Cubic at its then current applicable fees.

12. GOVERNING LAW. This Software License Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Texas, USA.

13. DISPUTE. In the event of any unresolved dispute between the parties relating to this Software License Agreement, such unresolved dispute shall be submitted to binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association (AAA). The arbitration shall be held in Fort Bend County, Texas, USA. There shall be a single arbitrator appointed by the AAA. The decision of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover actual attorney fees and costs, including expert witness fees and associated expenses. Licensee acknowledges that, due to the unique nature of the Software, there may be no adequate remedy at law for the Licensee's unauthorized use or disclosure of the Software in breach of this Software License Agreement and that such breach may cause immediate and irreparable harm to Cubic. Accordingly, notwithstanding the provisions of the paragraph above, upon any such breach or any threat thereof by the Licensee, Cubic shall be entitled to pursue appropriate equitable or injunctive relief from any court of competent jurisdiction.

14. NON-WAIVER. Failure or neglect by Cubic to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Cubic's right to take subsequent action.

15. SEVERABILITY. In the event any of these terms are determined to be invalid or unenforceable to any extent such term shall be modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein, and the remainder of this Software License Agreement shall continue to be valid to the fullest extent permitted by law.

16. ASSIGNMENT. Licensee may not assign this Software License Agreement without the prior written consent of Cubic which shall not be unreasonably withheld.

17. TAXES. Licensee is responsible for payment of all applicable taxes associated with this Software License Agreement.

18. ENTIRE AGREEMENT. No change, waiver, or discharge hereof shall be valid unless in writing and signed by authorized representatives of both the Licensee and Cubic. This Software Agreement is the exclusive statement of the understanding between the parties with respect to licensing the Software.