

(a) Warranties. Service Provider warrants that: (a) from the Effective Date until the expiration or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order or SOW; (b) the Services will be carried out in a competent and professional manner. In the event the Services fail to perform as warranted in this Section E, Service Provider shall use commercially reasonable efforts to promptly correct any such failure of the Services.

(b) Disclaimers. WITHOUT PREJUDICE TO SECTION I(M)(6)(a) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT); AND (b) SERVICE PROVIDER DOES NOT WARRANT THAT THE VIA SOLUTION MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE.

(c) Limits on and Exclusions from Liability. NEITHER PARTY WILL be liable for ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, reliance, OR PUNITIVE damages OR LOST OR IMPUTED profits OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. other than with respect to fees paid or PAYABLE by customer EACH PARTY'S TOTAL liability for all claims arising in connection with ALL AGREEMENTS WILL be limited to direct damages in AN amount of up to USD 5,000,000. The limitations and exclusions in this Section I(M)(6)(c) apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

## 7. Regulatory Compliance

(a) Service Provider's Obligations. Service Provider shall at all times carry out and provide the Services in compliance with all Applicable Laws and FTA and Georgia Department of Transportation ("GDOT") regulations and associated requirements as further set forth in Section I(N) below. For any change in the Services required by a change in Applicable Laws, Service Provider shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section I(M)(7), Service Provider shall use commercially reasonable efforts to minimize any disruption caused by any changes in Applicable Laws introduced pursuant to this Section. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to the Transportation Laws.

(b) Customer's Obligations. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which Service Provider provides the Services on Customer's behalf) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Service Provider thereof so that the Customer Manager and Service Provider Manager may discuss any changes to the Services required for on-going compliance.

(c) Export Laws. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the