

## EXHIBIT 1

### TransCore

#### PURCHASE ORDER STANDARD TERMS AND CONDITIONS

These Purchase Order Standard Terms and Conditions, and the Purchase Order to which these terms are attached, are the complete terms of the Order between the TransCore affiliate ("Buyer") and the Seller, as identified on the face of this Purchase Order.

**1. DELIVERY AND ACCEPTANCE.** The time of delivery stated is of the essence of this Order. The date specified for delivery is the required delivery date at Buyer's plant (FOB Destination). Unless otherwise specifically noted hereon, Buyer reserves the right to refuse any goods or services and to cancel all or any part the Order if Seller fails to deliver all or any part of the Order in accordance with the terms specified herein. If Seller's deliveries will not meet agreed to schedules, Buyer may require Seller to ship via a more rapid method to expedite such delivery, and any difference in cost caused by such change shall be paid by Seller. Such right shall be in addition to any other rights and remedies of Buyer. Acceptance of any part of the Order shall not bind Buyer to accept future part of the Order nor deprive Buyer of the right to return goods already accepted. Acceptance shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods due to: (1) nonconformance of the Order; (2) defects latent or patent; (3) Breach of Warranty. Acceptance shall not be deemed to be a waiver of Buyer's right to make any claim for damages, including but not limited to manufacturing cost, loss of profits, injury to reputation, or other special, consequential and incidental damages. Such rights shall be in addition to any other remedies provided hereunder or provided by law. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer notwithstanding delivery to any carrier, or until orders for services have been performed, received and accepted.

**2. ACCEPTANCE/MODIFICATION OF TERMS.** This Order may be accepted only by Seller's agreement to all of the terms and conditions of this Order. Acceptance may be made by signing and returning the Order acknowledgment copy, or by part performance hereunder. Acceptance of this Order shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by the parties. Acceptance of this Order is limited to the terms and conditions stated herein. Any additions, deletions, waiver, or differences in the terms of this Order that are proposed by Seller are hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer.

**3. PACKING AND SHIPPING.** The goods purchased by this Order must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any applicable law or regulation and any specific transportation specifications of Buyer, and carrier. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller except as otherwise specifically stated in this Order. A Packing List shall accompany each box or package shipment showing the order number as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count or weight or other measure of Buyer shall be final and conclusive. Buyer shall not

be obligated to accept any shipments in excess of the ordered quantity. Any excess or advance shipments may be returned to Seller at Seller's expense.

**4. PAYMENT.** Invoices shall be submitted in duplicate and shall contain the following information: Order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid by Electronic Funds Transfer (EFT) and paid within forty-five (45) days after receipt of invoices or acceptance of delivered items by the buyer, whichever occurs later, unless otherwise specified on the face of this Order. Any adjustments in Seller's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this Order may be made by Buyer before payment. Cash discounts will be taken from date of final acceptance of delivered items, or date of acceptable invoice, whichever is later. Payment shall not constitute final acceptance. Buyer may offset against any payment hereunder any amount owed to Buyer by Seller.

**5. INTERCHANGEABILITY.** All items furnished on this Order under the part number specified shall be fully interchangeable with and equal in function and quality to articles heretofore furnished under the same part number.

**6. WARRANTY.** Seller represents and warrants (1) that the price charged for the goods and/or services purchased by this Order shall be no higher than Seller's current price to any other customer for the same quality and quantity of such goods or services; (2) that all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (3) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; (4) that the goods covered by this Order are fit and safe for consumer use, if so intended; (5) that all services performed pursuant hereto will be free from defects in material and workmanship and will be performed in accordance with the specifications and instructions of Buyer, provided nevertheless that Seller retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor. All the representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and Buyer's customers. Seller agrees to indemnify and hold Buyer harmless from all claims, liability loss, damage and expense including special, consequential and incidental damages incurred or sustained by Buyer by reason of any breach of any warranty with respect to the goods or services which are purchased in accordance herewith. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

**7. INSPECTION.** All goods supplied and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents and by its customers whether during or after manufacture of goods, or performance of services, and notwithstanding the terms of delivery or payment or that title to goods has not yet passed to Buyer or to its customers. In the event that goods supplied do not perform in accordance with the specifications and instructions of Buyer, Buyer may require prompt replacement or repair at Seller's expense. If Seller does not replace or repair the goods or render the service again promptly, Buyer may repair or replace such goods or obtain such services, and Seller shall be liable to Buyer for all costs of repair and replacement, including but not limited to packing and shipping charges. Seller shall also be liable to Buyer for losses incurred for repair or replacement, including incidental and consequential damages which are in excess of Seller's price for such goods or services. Buyer's approval of design furnished by Seller shall not relieve Seller of its obligations herein. All rights and remedies of the Buyer hereunder shall be in addition to any other remedies provided by law.

**8. CHANGES AND SUSPENSION.** Buyer may, by written notice to Seller at any time before complete delivery is made under this Order, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) delivery; (d) method of shipment or routing; (e) schedule for delivery; or (f) make changes in the amount of Buyer furnished property. Buyer may direct Seller to suspend, in whole or in part, delivery of goods or performance of services for such period of time as may be determined by Buyer to be reasonable. If any such change or suspension causes a material change in the cost of this Order, or the time required for the performance of work under this Order, an equitable adjustment shall be made in the Order price and/or delivery schedule if Seller has notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notice of the change from Buyer.. No adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer in writing. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

**9. DELAY DAMAGES.**

Any damages for delay which were caused by Seller including, but not limited to, any liquidated damages assessed against TransCore by Department, shall be assessed and/or deducted by TransCore from the Seller Price for said efforts as liquidated damages and not as a penalty. The assessment of liquidated damages by TransCore against Seller is not an exclusive remedy, and shall not preclude TransCore from exercising any other rights or remedies available to TransCore.

**10. TAXES.** Except as may be otherwise provided in this Order, the prices set forth herein include all applicable Federal, State and Local Taxes and Duties.

**11. RESPONSIBILITY FOR PROPERTY.** Any property of Buyer or its customers which in connection with this Order is in the possession or control of Seller or Seller's subcontractors, vendors or agents, shall be returned to Buyer in the condition in which it was received by Seller, except for ordinary wear and tear and except to the extent that such property has been incorporated into goods delivered hereunder or has been consumed in the production of such goods. Risk of loss with respect to all such property shall be with Seller.

**12. INSURANCE.** Seller agrees, if requested by Buyer, to procure a policy or policies of insurance in form satisfactory to Buyer including endorsement specifically naming TransCore (for purposes of this section only TransCore shall mean TransCore Holdings, Inc., parent company, affiliates, subsidiaries, directors, officers, employees and agents) as an additionally insured, insuring all property of Buyer or its customers which is connected with this Order and of which Seller has care, custody, control or the right of control against loss or damage resulting from fire (including extended coverage) malicious mischief and vandalism. Satisfactory evidence of such insurance shall be submitted to Buyer upon request.

**13. CONFIDENTIAL INFORMATION**

(a) During the course of this Order, the Parties may exchange or disclose to one another information and data which is considered "Confidential Information."

- i. Definition of Confidential Information: "Confidential Information" as used in this Order shall mean all confidential or proprietary knowledge, cost or design data, or information in any form whatsoever, whether provided prior to the execution of this Order or subsequently.
- ii. Exclusions: Confidential Information does not include information: (i) that was in the public domain or readily discernible from items or information generally available to the public prior to disclosure hereunder; (ii) that becomes publicly available after disclosure hereunder other than through breach of this Order; (iii) that recipient can document was rightfully in its possession prior to disclosure hereunder or independently developed by recipient without use of or reference to any Confidential Information of the disclosing party, and (iv) that is obtained independently from a third party who, to the best of recipient's knowledge, is lawfully in possession of the same and has the right to make such disclosure without restriction of confidentiality.
- iii. Protection of Confidential Information: Seller will hold and maintain strictly confidential, and will protect from unauthorized disclosure, dissemination, or use, all Confidential Information of Buyer. Seller acknowledges that all Confidential Information disclosed by Buyer is the property of Buyer, and the disclosure of such Confidential Information does not result in Seller obtaining any property or other rights therein. Seller agrees to disclose or allow access to the Confidential Information only to its representatives who: (i) are informed of the restrictions of this Order; (ii) are instructed not to disclose the Confidential Information, and, (iii) have been advised, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Order. Seller agrees and acknowledges that it will be responsible for any breach of this Order by its representatives. Seller shall not make news releases, publicize, or issue advertising pertaining to the effort or this Order, without first obtaining the written approval of TransCore
- iv. Marking: Confidential Information shall include information disclosed orally, electronically, or in any other tangible or intangible form, whether or not identified or marked as "Confidential" or confirmed in a written summary by Buyer, if Seller knows or reasonably should know that the information relates to and is within the scope of Confidential Information disclosed in accordance with the foregoing.
- v. Return or Destruction: Upon request by Buyer Seller agrees to return or destroy promptly all Confidential Information delivered or provided, or otherwise acquired by, or in the possession of Seller, and agrees that it will promptly destroy all notes, samples, models, summaries, memoranda, records, and other documents made, prepared, or compiled by recipient based upon Confidential Information of Buyer.
- vi. Term: Seller's obligations with respect to Confidential Information disclosed hereunder shall continue for a period of three (3) years from the date of completion or termination of this Order. All rights and obligations accruing in accordance with this Section shall survive completion or termination of this Order.

**14. ASSIGNMENTS AND SUBCONTRACTS.** This Order is not assignable and shall not be assigned by Seller without the prior written consent of Buyer. Further, Seller agrees to obtain Buyer's approval before subcontracting this Order or any substantial portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials.

**15. RESPONSIBILITY FOR SUPPLIES.** Except as otherwise provided in the Order, Seller shall bear the risk of loss of, or damage to, the supplies covered by this Order until delivered to Buyer's Plant (or to such other place as may be designated on the face of this Order) and accepted by Buyer. Seller shall also bear the risk of loss of, or damage to rejected supplies after receipt of Buyer's notice of rejection, provided, however, that Buyer shall bear such risk as to loss or damage caused by the willful or negligent acts of its officers, agents or employees acting within the scope of their employment. Buyer shall have a reasonable time after delivery to inspect and to accept or reject.

**16. NOTICE OF LABOR DISPUTES.** Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

**17. LIENS.** Seller hereby waives and releases all rights of mechanic's lien and similar rights for payment for services, labor, equipment, or materials furnished by Seller under this Order. If, within five (5) days after receipt of notice from Buyer, Seller fails to release and discharge any lien or threatened lien, Buyer may discharge, bond against, or release the claim of lien or otherwise deal with the lien claimant. Seller shall pay Buyer (or, alternatively, Buyer shall have the right to offset against any amounts owing to Seller) all costs and expenses incurred in so doing, including reasonable attorneys' fees incurred by Buyer.

**18. DEFAULT.** (a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:

- (i) Seller fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - (ii) If Seller fails to perform any of the other provisions of this order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from the Buyer specifying such failure; or
  - (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
  - (iv) If Seller fails to provide Buyer, within a reasonable time after demand by Buyer, written assurance of due performance by Seller.
- (a) If this Order is terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar supplies or services.

(b) Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to Buyer's other rights in case of Seller's default, whether set forth in this Order or not.

(c) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

**19. INDEMNIFICATION.** (a) Seller shall have the absolute duty to indemnify and hold Buyer (for purposes of this section only Buyer shall mean TransCore Holdings, Inc., parent company, affiliates, subsidiaries, directors, officers, employees and agents) harmless, and at Buyer's sole option defend, from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Seller, its lower-tier subcontractors, vendors, agents, or employees, including all expense, legal or otherwise, incurred by Buyer in the defense of any claim or suit arising out of this Order. Such damages include but are not limited to injury or death of persons (including employees of Seller), loss of or damage to property (including loss of use thereof), and economic loss, lost profit or opportunity, consequential and incidental damages, and liquidated damages.

(b) Buyer shall promptly notify Seller of any claim against Buyer which is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent Buyer in, or to take charge of, any litigation in connection therewith.

(c) Seller shall indemnify and hold Buyer (for purposes of this section only Buyer shall mean TransCore Holdings, Inc., parent company, affiliates, subsidiaries, directors, officers, employees and agents) harmless, and at Buyer's sole option defend from and against any and all liability for any tax, including but not limited to sales, use, or value-added tax, arising out of or relating to Seller's delivery of goods or services to Buyer, or Seller's performance of this Order. Buyer shall promptly notify Seller of any claim against Buyer for such taxes. Seller agrees to promptly take over and defend, at its own expense, any actions to collect such taxes, and shall pay any claims, demands, judgments and awards, including penalties and interest related thereto. The provisions of this paragraph shall continue in effect upon completion or termination of this Order.

**20. BUYER SUPPLIED MATERIALS.** If Buyer furnishes any material for fabrication hereunder, Seller agrees: (i) not to substitute any other material in such fabrication without Buyer's prior written consent, (ii) that title to such material shall not be affected by incorporation in or attachment to any other property; and (iii) to state and warrant on its packing sheet and invoice for final parts: "All materials furnished by Buyer on this order (except that which becomes normal industrial waste or was replaced at Seller's expense) has been returned in the form of parts or held as unused material for Buyer's disposition."

**21. INFRINGEMENT INDEMNITIES.** (a) Seller shall at its expense indemnify and defend Buyer and Buyer's successor (collectively called "Buyer") in interest to the goods against any claim, suit or proceeding (collectively called "Suit") brought against Buyer which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this order, or

Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, or copyright in the United States, if Seller is given reasonable notice of such suit; and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such suit. In case the goods or services or use thereof is in such suit held to constitute infringement and the use thereof is enjoined, Seller shall at its expense and at its option either procure for Buyer the right to continue the use of such goods or services; or in a manner acceptable to Buyer make replacement or modification to avoid infringement. (b) The foregoing indemnity shall not apply, and Buyer shall indemnify and defend Seller if given notice and in the same manner and extent as provided in Paragraph (a) above where such goods or services are allegedly infringing as a result of Seller's compliance with specified written instructions by Buyer directing use by Seller of a feature not customarily used by Seller.

**22. PATENTS AND DATA.** (a) If any experimental, developmental or research work is called for or required hereunder, Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to make, have made, use and sell any invention, improvement or discovery (whether or not patentable) that Seller conceives or first actually reduces to practice in the performance of this Order.

(b) Seller agrees to and hereby does grants to Buyer (i) an irrevocable, non-exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and dispose of; and to authorize others to do so, any copyrighted or copyrightable material ordered as articles or incorporated in or supplied as a supplement with, any articles; and (ii) the right to reproduce, use and disclose for any purpose all or any part of the reports, drawings, blueprint, data and technical information delivered or specified to be delivered by Seller to Buyer under this Order.

**23. TERMINATION FOR CONVENIENCE.** (a) The performance of work under this Order may be terminated by the Buyer in whole or in part, whenever the Buyer shall determine that such termination is in the best interest of the Buyer. Any such termination shall be effected by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Order is terminated and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Buyer, the Seller shall:

(i) stop work under the Order on the date and to the extent specified in the Notice of Termination; (ii) place no further orders or subcontracts and incur no further costs or expenses for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Order that is not terminated;

(iii) terminate all orders and subcontracts to the extent that they relate to the performance terminated by the Notice of Termination;

(iv) settle all outstanding liabilities and claims arising out of Seller's termination of orders and subcontracts, with the approval or ratification of the Buyer, to the extent Buyer may require;

(v) transfer title to the Buyer and deliver in the manner, to the extent, and at the times directed by the Buyer: (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work

terminated by the Notice of Termination; and (2) the completed or partially completed plans, drawings, information, and other property which, if the Order had been completed, would have been required to be furnished to the Buyer;

(vi) complete performance of such part of the work, if any, that is not the subject of the Notice of Termination; and

(vii) take such action as may be necessary, or as the Buyer may direct, for the protection and preservation of the property related to this Order which is in the possession of the Seller and in which the Buyer or the Buyer's Customer (if any) has or may acquire an interest.

**24. COMPLIANCE WITH LAWS.** Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

**25. AFFIRMATIVE ACTION NOTICE:** Vendors , Suppliers and Subcontractors are hereby notified that they may be subject to the provisions of 41CFR Section 60-1.4, 41CFR Section 60-250.4 and Section 60-741.4 with respect to affirmative action program and plan requirements.

**26. SOLICITATION OF EMPLOYEES.** For a period of twelve (12) months immediately following the completion or termination of this Agreement for any reason, whether with or without cause, Seller shall neither directly nor indirectly solicit, induce, recruit, or encourage any of Buyer's employees to leave their engagement, or take away such employees, or attempt to solicit, induce, recruit, encourage, or take away employees of Buyer. This provision shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law.

**27. IMMIGRATION AND NATIONALITY COMPLIANCE.** By executing this Agreement, Seller certifies that it is compliant with the state and federal immigration laws and regulations, relating to the immigration status of their subcontractors, suppliers and employees during the term of this Order. Seller acknowledges the existence of E-Verify a free internet based system operated by the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility and social security number validity of newly hired employees. Seller shall flow down this requirement to all subcontractors and suppliers utilized during the term of this Order. Buyer shall retain the right to perform random audits of Seller and its subcontractors, suppliers and employee records to ensure compliance. Should Buyer determine Seller and/or any of its subcontractors and/or suppliers are noncompliant, Buyer may pursue all remedies allowed by this Order and law, including, but not limited to termination of this Order for default, suspension and/or debarment of Seller and/or any of its subcontractors and/or suppliers from performing any future work for Buyer.

## **28.0 EXPORT AUTHORIZATIONS**

(a) Seller agrees to comply with all applicable export and re-export control laws and regulations, including but not limited to United States Export Administration Regulations (EAR) administered by the Bureau of Industry and Security, U.S. Department of Commerce, trade and economic sanctions regulations administered by the Office of Foreign Assets Control (OFAC), U.S. Department of Treasury, the International Traffic in Arms Regulations (ITAR), Arms Control Export Act, and United States Munitions List (USML) administered by Directorate of Defense Trade Controls, Bureau of



Political-Military Affairs of the U.S. Department of State, and any other export authorities identified in Supplement 3 to Part 730 of the EAR.

(b) Seller shall accurately identify in writing to Buyer, within thirty (30) calendar days after issuance of this Order those goods, material, equipment, services, and technologies for which an export license or other regulatory approval is required and shall provide accurate export classification and licensing information necessary for supporting export documents, including but not limited to (as applicable) the appropriate Export Control Classification Numbers (ECCN), an indication of the applicability or availability of license exceptions or exemptions, and all pertinent technical data, drawings, brochures, technical expertise, or other relevant information as deemed necessary by Buyer. Seller shall obtain any required license or other regulatory approval required.

**29. CHOICE OF LAW.** The validity, construction, scope and performance of this Order shall be governed by the internal laws and not the laws of conflict of the State of Delaware.

**30. NON-WAIVER OF RIGHTS.** The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts hereof.

**31. DISPUTES.**

In the event of any controversy, claim, or dispute arising under or relating to this Order (“Dispute”), the Parties agree to first negotiate in good faith to reach a mutually agreeable resolution of such Dispute within a reasonable period of time. Pending the resolution of any Dispute arising under this Order, Seller shall proceed diligently with the performance of this Order. If good faith negotiations are unsuccessful, Seller hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury of any Dispute. This Order shall be subject to the law and jurisdiction of the State of Delaware.

**32. ENTIRE AGREEMENT.** The parties hereby agree that this Order, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.