



EXHIBIT A

Additional Terms

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the End-User License Agreement (EULA).

- 1. **Software.** [OnTrak Enterprise is the software that will process inbound and outbound vehicle weighments to calculate the NET weight and store transaction information on a Local Area Network personal computer through a webserver.] (the "**Software**").
- 2. **Number of Licenses.** Subject to the Agreement's terms and conditions, Licensor grants Licensee software licenses.
- 3. **Annual License Term.** The EULA is for 12 months, beginning on the Effective Date, and will automatically renew for additional 12-month terms, unless terminated in accordance with Section 10 (Term and Termination).
- 4. **Annual License Fee.** For each software license, Licensee shall pay Licensor a license fee of per year. RLWS reserves the right to increase the license fee 3% per year after year two. (the "**License Fee**").
- 5. **Annual Installments.** The License Fee shall be paid in advance in annual installments. The first annual payment is due upon signing this Agreement. Future payments shall be paid every 12 months thereafter.
- 6. **Fees Subject to Change**. Licensor may change the fees under this Agreement from time to time. Such changes will become effective 30 days after Licensor provides notice of the change to the Licensee.
- 7. **Payments**. All payments are non-refundable and shall be in US dollars. Licensor may collect late-payment charges of 1.5% per month on past-due balances.
- 8. Third Party. The third party assigned (if applicable) is shown in the Addresses section.
- 9. Addresses. The parties' addresses are as follows:

[LICENSOR] Rice Lake Weighing Systems Attn: Nick Peterson, CFO 230 W. Coleman Street Rice Lake, WI 54868 [LICENSEE] Name Attn: Name Address

[THIRD PARTY] Name Attn: Name Address