# TERMS OF AGREEMENTS

NOTE: THE LICENSE TERMS SET FORTH BELOW CONSIST OF EITHER (1) PILOT AND FREE TRIAL LICENSE TERMS WHICH WILL APPLY WHEN A CUSTOMER OR PROSPECTIVE CUSTOMER IS IN A PILOT OR TRIAL PERIOD OR (2) FULL END USER LICENSE TERMS WHICH WILL APPLY TO PAID CUSTOMER LICENSES.

## Pilot and Free Trial License Agreement

Thank you for your interest in participating in the Connex2X Pilot Program. The Connex2X Pilot Program is a chance to influence the design of the Connex2X app with capabilities that matter most to you. "You" as used herein will include any drivers on your account who access the Connex2X Materials.

You will gain:

- First-hand access to capabilities of the Pilot version of the app.
- A chance to shape the features and design through direct feedback.
- Staying on top of new developments in connected vehicle technology.

You will provide:

- Feedback in the form of your opinion on the app and your insights to improve the app's features, usability, and design ("Feedback").
- Your discretion and an agreement to keep what you learn and share within this program confidential.

BY ACCESSING OR DEPLOYING THE CONNEX2X MATERIALS INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18, (2) REPRESENTING THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND YOURSELF AND YOUR ORGANIZATION OR ENTITY TO THESE TERMS, AND (3)

CONSENTING TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. THIS WILL CREATE A BINDING AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS OR CANNOT MAKE SUCH REPRESENTATIONS DO NOT SELECT TO BE PART OF THE PILOT PROGRAM AND DO NOT USE THE CONNEX2X MATERIALS.

**1. Additional Terms.**

This Pilot License Agreement (this "Agreement") states the license terms between you and Connex2X, LLC with respect to your participation in the Connex2X Pilot Program, use of certain Connex2X Materials, use of the Connex2X software and access to the Connex2X app. As a participant, you may receive hardware, software, documentation, access, and information ("Connex2X Materials") from Connex2X. The Connex2X Materials may include software and an app that is in development or experimental form, information about unreleased features and product roadmaps, and other confidential information. These terms are in addition to the other terms and conditions regarding the Connex2X Materials, including without limitation the Connex2X Acceptable Use Policy and Privacy Policy which terms and conditions are deemed to be incorporated herein by reference. You have agreed to test and evaluate the Connex2X Materials and provide Feedback.

**2. Feedback.**

You will provide prompt Feedback only to Connex2X regarding the Connex2X Materials and the application's features, usability, and design when requested by Connex2X. These requests may be in the form of in-app Feedback, surveys, online reports, automated reporting of app use, reports of problems or errors, voluntary suggestions, or other forms of comment from you to Connex2X. To the extent you provide Feedback to Connex2X, you agree that Connex2X may use and disclose (so long as such disclosure is in a manner that does not identify you) any and all Feedback, for any purpose, without compensation or liability to you. You hereby grant to Connex2X all required licenses in your Feedback and the associated intellectual property rights therein to allow Connex2X to exercise these rights.

**3. License.**

Connex2X hereby grants to you a non-exclusive and non-transferable license to use the Connex2X Materials, according to the provisions contained herein for internal use only. You are not permitted to lease, rent, distribute, or sublicense the Connex2X Materials or any rights therein. You also may not install any software from the Connex2X Materials on a network server, use such software in a time-sharing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human-readable code of such software (source code). Except as provided below, this Agreement does not grant you

any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Connex2X Materials. This Agreement does not entitle you to receive any upgrades or newer versions of Connex2X Materials.

You agree that you have no right, power or authority to make any modifications to, or unauthorized copies of, the Connex2X Materials.

**4. No Assignment; No Transfer.**

You may not transfer or assign the Connex2X Materials and/or this Agreement to another party without the prior written consent of Connex2X.

**5. No Modification; No Reverse Engineering.**

You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Connex2X Materials or assist someone in performing such prohibited acts.

**6. Import/Export Restrictions.**

You may not import or export the Connex2X Materials (or any copies thereof) or any products utilizing the Connex2X Materials in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported. You agree to indemnify Connex2X from liability if you violate any such laws or regulations.

**7. Title.**

Connex2X owns and holds title to the Connex2X Materials and all subsequent copies thereof regardless of the form or media. Furthermore, title, ownership rights, and intellectual property rights in the Connex2X Materials shall remain with Connex2X. The Connex2X Materials are protected by copyright and other intellectual property laws and by international treaties.

**8. Term and Termination.**

Unless otherwise set forth in the relevant Registration or Order Form, this license will expire 30 calendar days from the effective date of your acceptance of this license and the Connex2X Materials. You may terminate this license at any time by notifying Connex2X. Your license for the Connex2X Materials will also terminate immediately if you fail to comply with any term or condition of this Agreement, file for bankruptcy, or are placed in receivership. Upon such termination, you shall destroy the Connex2X Materials, together with all copies thereof.

**9. Governing Law.**

The laws of the State of Florida shall govern this Agreement regardless of its conflicts of laws provisions. Disputes will be resolved in the state or federal courts in Pinellas County, Florida.

**10. No Warranties.**

YOU ACKNOWLEDGE AND AGREE THAT THE CONNEX2X MATERIALS MAY INCLUDE PORTIONS THAT ARE IN DEVELOPMENT, ARE INCOMPLETE, AND HAVE NOT BEEN COMMERCIALLY RELEASED. THE CONNEX2X MATERIALS MAY NOT BE FULLY FUNCTIONAL AND ARE EXPECTED TO CONTAIN ERRORS, DESIGN FLAWS OR OTHER PROBLEMS THAT MAY ADVERSELY AFFECT THE FUNCTIONALITY OF THE CONNEX2X MATERIALS. CONNEX2X IS UNDER NO OBLIGATION TO COMMERCIALLY RELEASE THE CONNEX2X MATERIALS AND MAY DISCONTINUE ANY FEATURE AT ANY TIME FOR ANY REASON. CONNEX2X MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. THE CONNEX2X MATERIALS (INCLUDING SOURCE CODE) ARE PROVIDED TO YOU ON AN "AS IS" BASIS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THIRTY DAYS. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT, OR EMPLOYEE OF CONNEX2X IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE CONNEX2X MATERIALS REMAINS WITH YOU.

**11. Limitation of Remedies.**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL CONNEX2X, OR ITS SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE CONNEX2X MATERIALS (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL CONNEX2X BE LIABLE FOR ANY DAMAGES EVEN IF CONNEX2X SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE, OR FOR ANY

CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM CONNEX2X'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT SHALL CONNEX2X'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE CONNEX2X MATERIALS.

**12. Arbitration.**

The parties consent to arbitrate any claim, dispute, or controversy (each, a "Claim") arising out of or relating to this Agreement or the relationships among the parties hereto through binding arbitration administered by the American Arbitration Association ("AAA"). Prior to any attempts to start the arbitration process, you agree that you will attempt to resolve all disputes by first contacting us at: support@connex2x.com. The parties will notify each other in writing of any Claim within 30 days of when it arises. Notice to Connex2X will be sent to: legal@connex2x.com. The parties further agree: (i) to attempt informal resolution of the Claim prior to any demand for arbitration; (ii) that any arbitration will occur in Pinellas County, Florida; (iii) that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association; and (iv) that the state or federal courts in Pinellas County, Florida have exclusive jurisdiction over any appeals of an arbitration award. The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. Any dispute between the parties will be governed by this Agreement and the laws of the State of Florida and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

**13. Indemnification.**

You agree to defend, indemnify, and hold harmless Connex2X, its suppliers, and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction or distribution of the Connex2X Materials.

**14. Privacy.**

You agree to allow Connex2X to use information provided by you to contact you and may store your personal information and share it with Connex2X employees and contractors in order to communicate with you.

**15. Force Majeure.**

Connex2X shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Connex2X shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

**16. Severability.**

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

**17. Entire Agreement.**

This Agreement, along with the other terms and conditions contained in the Connex2X Acceptable Use Policy and the Privacy Policy, are the complete and exclusive statement of the agreement between you and Connex2X which supersedes all proposals or prior agreements, oral or written, and all other communications between you and Connex2X relating to the subject matter of this Agreement. This Agreement may be modified at any time by Connex2X.

**18. Acknowledgement.**

By executing this Agreement or clicking “I Accept”, or by downloading, installing or using any part of the Connex2X Materials, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

# END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a binding legal contract between the Organization or Entity listed on the relevant Order Form (together with its authorized employees, contractors, drivers, administrators, and other users, "You," "Your," or "Customer") and **Connex2X, LLC** ("Company"). This Agreement governs Customer’s and its authorized users’ download, installation, deployment, access to, and use of the **NEXi** mobile application and/or progressive web app, including associated software, AI models, documentation, updates, APIs, hardware interfaces, OBD2 scanner integrations, camera

integrations, and related services made available by Company (collectively, the "Application").

**BY CLICKING "AGREE", DOWNLOADING OR DEPLOYING THE APPLICATION, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE LEGALLY AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF YOUR ORGANIZATION AND ALL END USERS; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

## 1. Grant of License

Subject to the terms of this Agreement and payment of applicable license fees, Company grants You a limited, non-exclusive, and nontransferable license to:

**1.1 -** Download, install, access and use the Application for Your personal or internal business fleet use on mobile devices owned or otherwise controlled by You or Your registered end users and drivers.

**1.2 -** Access and use the AI-powered voice features and performance analytics provided within the Application.

**1.3 - Authorized Users and Customer Responsibility:** Customer is responsible for ensuring that all authorized users, drivers, employees, contractors, administrators, and other personnel who access or use the Application comply with this Agreement, Company's applicable policies, and applicable law. Any breach of this Agreement by any such person will be deemed a breach by Customer.

## 2. License Restrictions

You shall not:

**2.1 - Reverse Engineer:** Copy the Application or copy, modify, or attempt to derive the source code of the Application, including by use of artificial intelligence or otherwise.

**2.2 - Commercialize:** Rent, lease, lend, sell, assign, transfer, or sublicense the Application to any third party.

**2.3 - Safety Interference:** Use the Application in any manner that distracts from safe vehicle operation. You acknowledge that NEXi is a "co-pilot" and does not replace the driver's responsibility for safe operation.

**2.4 - Circumvent:** Remove or alter any trademark, copyright, or proprietary notices.

**2.5 - Export Control and Sanctions Compliance:** Export, re-export, access, or use the Application except as authorized by Company and U.S. export control, sanctions, and trade compliance laws. You represent that You and Your authorized users are not located in, organized under the laws of, or ordinarily resident in any embargoed or sanctioned jurisdiction, are not identified on any restricted party list, and will not use the Application for any prohibited end use.

**2.6 - Benchmarking and Competitive Use:** Use the Application to develop, train, improve, benchmark, or validate a competing product or service, or disclose the results of any benchmarking, performance testing, or competitive analysis without Company's prior written consent.

**2.7 - Scraping and Unauthorized Extraction:** Scrape, harvest, mine, extract, copy, download, or otherwise collect data from the Application except as expressly enabled through authorized Application functionality.

**2.8 - Security and Access Controls:** bypass, disable, interfere with, or circumvent any security, authentication, access-control, usage-limit, monitoring, or technological protection feature of the Application, including by sharing credentials, QR codes or similar scannable items, tokens, or access sessions except as expressly authorized by Company.

**2.9 - Prohibited Uses:** Use the Application for unlawful, unsafe, fraudulent, abusive, high-risk, or safety-critical purposes, or in any manner that could impair vehicle safety, violate transportation, employment, privacy, export, sanctions, or other applicable laws, or interfere with the Application or any third-party system.

**2.10 - Third-Party and Automated Access:** permit any unauthorized third party, bot, script, crawler, automated tool, AI agent, or non-human user to access or control the Application unless expressly permitted by Company in writing.

## 3. Data Collection and Privacy

**3.1 - Customer Data; Company Use Rights:** Customer retains ownership of data, content, prompts, voice inputs, vehicle information, driver information, location information, diagnostic information, images, recordings, and other information submitted to or collected through the Application on Customer's behalf ("Customer Data"). Customer grants Company a limited right to collect, process, store, transmit, analyze, and use Customer Data as necessary to provide, secure, support, maintain, troubleshoot, and improve the Application and related services.

**3.2 - Aggregated and De-Identified Data:** Company may create, use, retain, disclose, and commercialize aggregated, anonymized, or de-identified data derived from use of the Application for analytics, benchmarking, product development, AI model improvement, security, research, and other business purposes, provided such data does not identify Customer or any individual user.

**3.3 - Voice, Location, Driver, and Vehicle Data:** Customer acknowledges that the Application may collect or process voice inputs, audio snippets, transcripts, vehicle diagnostic data, driver behavior data, camera-related data, device information, and location data to provide and improve the Application. Customer is solely responsible for providing all legally required notices and obtaining all legally required consents from drivers, employees, contractors, passengers, and other affected individuals before enabling or using recording, monitoring, tracking, location, voice, camera, or vehicle-data features.

**3.4 - Privacy and Acceptable Use:** Customer's use of the Application is subject to Company's Privacy Policy, Acceptable Use Policy, and any applicable data processing terms made available by Company. Customer shall not use the Application in any jurisdiction or workplace setting unless Customer has satisfied all applicable privacy, employment, transportation, monitoring, recording, and consent requirements.

## 4. AI and Voice Services; FMCSA Compliance

The Application utilizes Generative AI and voice-recognition technology (including integrations with partners).

**4.1 - Accuracy and Human Review:** AI-generated responses, alerts, classifications, routing suggestions, maintenance suggestions, inspection assistance, incident assistance and other outputs are probabilistic, may be incomplete, inaccurate, delayed, or unsuitable for a particular situation, and are provided for informational purposes only. Customer and its drivers are solely responsible for reviewing outputs, exercising independent judgment, and making all operational, maintenance, routing, inspection, safety, and compliance decisions.

**4.2 - Third-Party Transactions:** Voice-powered features may involve third-party vendors. Company is not responsible for the fulfillment or quality of third-party goods and services.

**4.3 - FMCSA and Regulatory Compliance:** The Application is a tool intended to assist Customer with operational workflows, including inspection and incident-related workflows that may relate to obligations imposed by the U.S. Federal Motor Carrier Safety

Administration and similar laws. Customer remains solely responsible for determining and satisfying all legal, regulatory, safety, inspection, recordkeeping, and reporting obligations. Use of the Application does not guarantee compliance, and Company shall not be liable for any citation, fine, penalty, claim, accident, injury, property damage, or regulatory violation arising from Customer's or any driver's use of or reliance on the Application.

**4.4 - No Emergency or Safety-Critical Use:** The Application is not designed or intended for emergency response, autonomous vehicle control, real-time hazard avoidance, medical, legal, mechanical, safety, or other safety-critical functions. Drivers must remain attentive and solely responsible for vehicle operation, inspection, incident response, maintenance decisions, route selection, and compliance with all applicable laws and safety requirements.

## 5. Intellectual Property

Company owns and retains all right, title, and interest in and to the Application, documentation, software, AI models, algorithms, workflows, interfaces, analytics, usage data, aggregated or de-identified data, improvements, corrections, enhancements, modifications, derivative works, and all related intellectual property rights. Customer shall not acquire any ownership interest in the Application or Company intellectual property except for the limited license expressly granted in this Agreement. If Customer or its users provide feedback, suggestions, ideas, requests, or recommendations regarding the Application, Company may use them without restriction or obligation. All rights not expressly granted to Customer are reserved by Company.

## 6. Term and Termination

**6.1 - Initial Term and Renewal:** Unless otherwise set forth on the relevant Order Form, this Agreement shall commence on the earlier of the date (i) of your license fee payment, or (ii) You first download or use the Application and shall remain in effect for an initial period of one (1) year (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew at the then-current pricing for successive same-length periods (each a "Renewal Term") unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**6.2 - No Termination for Convenience:** Neither party may terminate this Agreement for convenience during the Initial Term or any Renewal Term. You acknowledge that You are committed to the full duration of the active term upon commencement or renewal.

**6.3 - Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party:

- Commits a material breach of any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice.
- Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency.

**6.4 - Company's Right to Suspend:** Notwithstanding the fixed term, Company reserves the right to suspend Your access to the Application immediately if Your use poses a security risk, violates applicable Company policies, violates safety protocols, or interferes with the operation of the Application or its features. You are responsible for keeping login credentials, QR codes or other access protocol secure and Company shall not be liable for unauthorized session access. You are responsible for all activities conducted under Your account, whether authorized or unauthorized.

**6.5 – Fees; Taxes; Payment; and Usage Verification:** You agree to pay all applicable fees associated with Your use of the Application as set forth in the applicable order, subscription plan, invoice, or pricing terms. Fees are non-refundable except as expressly stated in this Agreement or required by law, and are exclusive of taxes, duties, assessments, and similar governmental charges, which are Your responsibility other than taxes based on Company's net income. Company may monitor account usage to verify compliance with license scope, usage limits, user counts, vehicle counts, device counts, and fee obligations. If usage exceeds the purchased scope, You shall promptly pay the applicable additional fees. Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, plus reasonable collection costs. You may not withhold, offset, or reduce payments without Company's prior written consent. Company reserves the right to change pricing upon renewal with prior notice. Failure to timely pay fees may result in suspension or termination of access to the Application.

**6.6 - Effect of Expiration or Termination:** Upon expiration or termination of this Agreement, the license granted hereunder shall immediately cease, Company may disable Customer's access credentials, and You must stop using and delete all copies of the Application from Your devices except to the extent continued access is expressly authorized by Company in writing. Termination will not relieve You of any payment obligation accrued before termination, and no refunds will be due except as expressly stated in this Agreement or required by law. Sections that by their nature should survive will survive, including License Restrictions, Data Collection and Privacy, Intellectual Property, Fees; Taxes; Payment; and Usage Verification, Disclaimer of Warranties, Third-

Party Hardware, Limitation of Liability, Indemnification, Confidentiality, Governing Law; Dispute Resolution, and other provisions intended to survive.

## 7. Third Party Hardware

**7.1 - Third Party Hardware Provided as Convenience**: Company may identify or make available certain optional third-party hardware devices that may interoperate with or enhance the Application ("Third-Party Hardware"). Third-Party Hardware is not required to access or use the core functionality of the Application. Company does not manufacture, control, test, or certify any Third-Party Hardware and provides access to or information regarding such hardware solely as a convenience to You. Terms associated with Third-Party Hardware are set forth in this section and may also be included in an Addendum for Third-Party Hardware.

**7.2 - Customer Installation and Compatibility Responsibility:** Customer is responsible for determining whether any Third-Party Hardware is suitable for Customer's vehicles, devices, operating environment, intended use, and legal requirements. Customer is responsible for proper installation, configuration, maintenance, inspection, and use of Third-Party Hardware and for all vehicle conditions, environmental conditions, driver conduct, and third-party systems that may affect performance.

**7.3 - Pass-Through Warranties Only:** Company makes no representations or warranties of any kind, express or implied, regarding Third-Party Hardware. Any warranties applicable to Third-Party Hardware are provided solely by the applicable manufacturer, supplier, reseller ("TPH Seller") and only to the extent expressly stated in the applicable third-party warranty terms. To the extent Company resells or facilitates the purchase of Third-Party Hardware, Company's sole obligation shall be to pass through any manufacturer or supplier warranties to You, if available and permitted, and, where commercially reasonable, assist You in submitting warranty claims or support tickets directly to the applicable manufacturer, supplier, reseller, or TPH Seller. Company does not expand, supplement, or independently guarantee any third-party warranty.

**7.4 - Limitation of Liability:** Company shall have no responsibility or liability for, any performance issues, failures, inaccuracies, or interruptions caused in whole or in part by (a) Third-Party Hardware, (b) third-party telecommunications networks, GPS services, cloud providers, or other external systems, (c) Your misuse, modification, or improper installation of hardware, or (d) factors outside of Company's reasonable control.

## 8. Disclaimer of Warranties

**8.1 – Disclaimer:** THE APPLICATION IS PROVIDED TO CUSTOMER AND END USER "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, ERROR-FREE OPERATION, UNINTERRUPTED USE, AND COMPATIBILITY WITH ANY VEHICLE, DEVICE, OPERATING SYSTEM, NETWORK, THIRD-PARTY HARDWARE, OR THIRD-PARTY SERVICE.

**8.2 - Availability and Dependencies:** Company does not guarantee that the Application will be available at all times or operate without interruption, delay, degradation, data loss, or error. The Application may depend on mobile devices, Bluetooth, cellular networks, GPS, cloud providers, third-party AI services, operating systems, vehicles, OBD2 ports, cameras, and other third-party systems outside Company's control.

## 9. Limitation of Liability; Indemnification; Force Majeure

**9.1 - Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS INTERRUPTION, OR SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE APPLICATION, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO COMPANY FOR THE APPLICATION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**9.2 - Indemnification: Company IP Indemnity:** Company shall defend and indemnify Customer from any third-party claim alleging that the unmodified Application, when used

in accordance with this Agreement and applicable documentation, infringes any United States copyright, patent, or trade secret of such third party.

**9.3 - Company Indemnity Exclusions and Remedies:** Company shall have no indemnification obligation for claims arising from or relating to (a) Customer's use of the Application in violation of this Agreement, documentation, Company policies, or applicable law; (b) Customer Data, content, prompts, configurations, instructions, or workflows; (c) modifications, integrations, combinations, or third-party products not provided or expressly authorized by Company; (d) Third-Party Hardware or third-party services; or (e) continued allegedly infringing activity after Company provides a reasonable workaround or notice to stop use. If the Application becomes or is likely to become subject to an infringement claim, Company may, at its option, procure continued use, modify the Application, replace the affected functionality, or terminate the affected license and provide a pro rata refund of prepaid unused fees for the affected portion. This Section states Company's sole liability and Customer's exclusive remedy for intellectual property infringement claims.

**9.4 - Customer Indemnity:** Customer shall defend, indemnify, and hold harmless Company and its affiliates, officers, directors, employees, contractors, licensors, suppliers, and agents from and against any third-party claims, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising from or relating to (a) Customer Data or Customer's instructions, configurations, or use cases; (b) Customer's or any authorized user's violation of this Agreement, Company policies, or applicable law; (c) vehicle operation, driver conduct, accidents, injuries, property damage, inspections, fines, citations, regulatory violations, or safety incidents; (d) Customer's failure to provide notices or obtain required consents; (e) employment, labor, privacy, monitoring, recording, location tracking, or workplace surveillance claims; (f) misuse, improper installation, or modification of Third-Party Hardware; or (g) Customer's or any authorized user's reliance on Application outputs or AI-generated guidance.

**9.5 - Force Majeure:** Company shall not be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to internet or telecommunications outages, Bluetooth or cellular failures, power failures, acts of God, natural disasters, public health emergencies, governmental orders or regulations, failures of third-party service providers. Company's performance shall be excused for the duration of such event and for a reasonable period thereafter.

## 10. Confidentiality

Each party may receive non-public information from the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Company Confidential Information includes the Application, software, AI models, algorithms, documentation, product plans, pricing, security information, technical information, performance information, benchmarking results, and non-public features. Customer Confidential Information includes Customer Data that identifies Customer or individual users.

The receiving party shall use the disclosing party's Confidential Information only to perform or receive benefits under this Agreement, shall protect it using reasonable care, and shall not disclose it to any third party except to employees, contractors, advisors, service providers, or representatives who have a need to know and are bound by confidentiality obligations at least as protective as this Agreement. Confidential Information does not include information that is publicly available without breach, already known without restriction, independently developed without use of Confidential Information, or rightfully received from a third party without restriction. The receiving party may disclose Confidential Information if required by law, provided it gives prompt notice where legally permitted and reasonably cooperates to limit disclosure.

## 11. Publicity Rights

**11.1 – Company Use of Customer's Name and Logo:** By accepting this Agreement, You grant Company a limited, non-exclusive, royalty-free license to use Your company name and logo solely to identify You as a customer of Company in customer lists, websites, investor materials, presentations, and marketing materials. Company shall use reasonable efforts to present Your name and logo in a professional manner consistent with brand guidelines provided in writing. Company will obtain Your prior written approval before issuing a press release or public case study that quotes You, describes non-public details of Your implementation, or implies endorsement beyond the customer relationship.

**11.2 - No Endorsement:** Nothing in this Section shall be construed to imply any endorsement, sponsorship, or affiliation beyond the customer relationship described herein. Neither party shall make any public statement that misrepresents the nature of the relationship between the parties.

## 12. Governing Law; Dispute Resolution; Class Action Waiver

**12.1 - Governing Law:** This Agreement is governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision. End users outside the U.S. may have additional rights under their local laws and their data is handled in accordance with applicable privacy legislation.

**12.2 - Dispute Resolution; Mandatory Arbitration:** Except to the extent prohibited by applicable law, any dispute, claim, or controversy arising out of or relating to this Agreement, the Application, or the commercial relationship between the parties (including any question regarding its existence, validity, breach, or termination) (each, a "Dispute") shall be finally and exclusively resolved by binding arbitration and not in any court or jury trial.

The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect and heard by a single arbitrator with experience in commercial technology or software licensing disputes. The arbitration shall be conducted in English and seated in the State of Florida. Judgment on the arbitral award may be entered in any court of competent jurisdiction. The arbitrator shall not have authority to award punitive or exemplary damages unless expressly permitted by applicable law.

Unless the arbitrator determines otherwise, each party shall bear its own attorneys' fees and costs and shall share administrative and arbitrator fees as required by the applicable arbitration rules. The arbitration, filings, evidence, hearings, and award shall be confidential except to the extent disclosure is required to enforce or challenge an award, comply with law, or obtain emergency or injunctive relief.

**12.3 - Class Action Waiver; Representative Actions:** The parties expressly agree that any arbitration or other dispute resolution proceeding shall be conducted solely on an individual basis. **EACH PARTY WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION, WHETHER AS A PLAINTIFF OR CLASS MEMBER.**

Nothing in this Section shall prevent either party from seeking temporary, emergency, or injunctive relief in a court of competent jurisdiction to protect its intellectual property, confidential information, data security, or to prevent irreparable harm, without waiving the obligation to arbitrate all other Disputes.

End users or customers located outside the United States may be entitled to mandatory dispute resolution rights or remedies under applicable local laws, and this arbitration provision shall apply only to the extent permitted by such laws.

## 13. Entire Agreement and Severability

**13.1 - Entire Agreement; Updates; Severability:** This Agreement, including any applicable order, addendum, policy, or amendment incorporated by reference, constitutes the entire agreement between You and Company relating to the Application and any supporting hardware and supersedes all prior or contemporaneous agreements and understandings regarding the same subject matter. Company may modify the Application, features, policies, pricing, and this Agreement from time to time. Material changes to this Agreement will be notified through the Application, email, website, or other reasonable means, and continued use after the effective date constitutes acceptance. Changes will not materially reduce core paid functionality during an active paid term unless required for security, legal compliance, third-party dependencies, product integrity, or operational necessity. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

**13.2 - Assignment:** You may not assign or transfer this Agreement, in whole or in part, without Company's prior written consent, and any attempted assignment without consent will be void. Company may assign or transfer this Agreement, in whole or in part, without Your consent in connection with a merger, acquisition, reorganization, financing, corporate transaction, sale of assets, transfer of the Application or related business, or by operation of law.

**13.3 - Notices:** Company may provide notices by email, in-Application message, account dashboard, website posting, or other reasonable electronic means. You may provide legal notices to Company at the notice address or email designated by Company for legal notices. Notices are deemed given when sent electronically, when posted in the Application or account dashboard, or when delivered by courier or postal service, as applicable.

**13.4 - App Store Terms:** If the Application is obtained through the Apple App Store, Google Play, or another app marketplace, Your use of the Application may also subject to the applicable marketplace terms. The marketplace provider is not responsible for the Application, support, maintenance, warranties, claims, or third-party claims relating to the Application except to the extent required by the marketplace terms. Where required by applicable marketplace terms, the marketplace provider and its affiliates are third-party beneficiaries of this Agreement solely for purposes of enforcing those marketplace-related terms.

# Addendum for Third Party Hardware

**Limited Warranty; Disclaimer of Warranties:** The seller of the Third-Party Hardware ("TPH Seller") warrants the Third-Party Hardware, if at all, only for the warranty period and only on the terms expressly provided by TPH Seller or the applicable manufacturer. Any warranty obligations of TPH Seller are limited to the warranty extended by TPH Seller or the applicable manufacturer and applicable law. Except for any express written warranty provided directly by TPH Seller or the applicable manufacturer, the Third-Party Hardware is provided "AS IS" and "AS AVAILABLE," and neither Company nor TPH Seller makes any implied warranty of merchantability, fitness for a particular purpose, non-infringement, compatibility, uninterrupted operation, or suitability for Customer's intended use.

IN NO EVENT WILL TPH SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE THIRD PARTY HARDWARE. YOU ASSUME FULL RESPONSIBILITY THAT THE THIRD PARTY HARDWARE PURCHASED UNDER THE AGREEMENT MEETS YOUR SPECIFICATIONS AND/OR INTENDED USE, AND TPH SELLER MAKES NO REPRESENTATION WITH RESPECT TO THEM.

**Inspection and Acceptance**: You will have three (3) business days from the date of delivery to inspect the Third Party Hardware for defects and nonconformance and to notify TPH Seller, in writing, of any defects, nonconformance, or rejection of the Third Party Hardware (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Claims for shipping damage, errors, or shortages must be made in writing to TPH Seller no more than five (5) business days after receipt of shipment. After this period, You will be deemed to have irrevocably accepted the Third Party Hardware, if not previously accepted. After acceptance, You will have no right to reject the Third Party Hardware for any reason or revoke acceptance. Claims for damage due to shipping must be made by You to the freight carrier.

**Return of Third Party Hardware**: All returns will be pursuant to TPH Seller's instructions. You must contact TPH Seller for a Return Material Authorization ("RMA") before returning any Third Party Hardware. All returns must reference the RMA number along with the original invoice number and the reason for the return. Non-warranty returns of normal stock products that are unused and are in resalable condition will be subject to TPH Seller's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

**Technical Support:** Company may provide commercially reasonable technical support for Third-Party Hardware consistent with its capabilities and the applicable support terms. TPH Seller maintains product support at iosix.com/support/. TPH Seller does not provide additional services in connection with installation, testing, or evaluation of the Third-Party Hardware unless separately agreed in writing. Any technical support provided by TPH Seller will be subject to scheduling, availability, applicable support policies, and Customer's payment of applicable fees and out-of-pocket expenses. Support targets are non-binding service objectives and do not guarantee resolution, repair, replacement, uptime, or continued compatibility.

Critical issue target: 2 business days to acknowledge; commercially reasonable efforts toward workaround or resolution.

Major issue target: 2 business days to acknowledge; commercially reasonable efforts toward workaround or resolution.

Minor issue target: 2 business days to acknowledge; commercially reasonable efforts toward workaround or resolution.

Deployment plan is as-agreed between the parties.

Your sole remedy in connection with any acts or omissions of TPH Seller in the provision of technical support will be the provision of further technical support to You reasonably required to correct the act or omission.

V102926