

**End User License Agreement for  
Drivewyze Software and Services**

THIS DOCUMENT contains the terms and conditions under which DriveWyzé licenses its software and services to Customers of ORBCOMM LLC, an authorized Reseller of DriveWyzé Services. These terms and conditions are incorporated by reference into any Sales Order Acknowledgement issued by ORBCOMM and govern over any terms or conditions stated in, referred to in, or attached to a Customer purchase order or any other acknowledgement issued by the Customer.

- 1. Definitions.** The following terms as used in the Agreement shall have the following meanings:
- a) "Agreement" means this EULA, and, if applicable, the order form, subscription form, or other written agreement to which it is attached or into which it is incorporated. Licensee must accept the terms of this EULA before accessing or otherwise using the Software or any of the Services that may be provided using the Software or device.
  - b) "Authorization and Waiver" means the form of Authorization and Waiver attached hereto as Exhibit 1.
  - c) "Claim" means any action, claim, proceeding, damages, award, judgment, expense and cost, including but not limited to reasonable legal fees.
  - d) "Confidential Information" means information disclosed to or otherwise obtained by a party or its Representatives during the term of the Agreement (whether or not marked "confidential" or "proprietary") relating in any way directly or indirectly to the business of the other party and its affiliates, but excludes information that: (i) was publicly available before disclosure to the receiving party; (ii) enters the public domain except as the result of breach by the receiving party; (iii) was already in the receiving party's possession without an obligation of confidence; or (iv) is disclosed to the receiving party by a third party having a lawful right to do so.
  - e) "Customer" means an individual or entity that enters into a written agreement with Reseller or Drivewyze.
  - f) Intentionally omitted.
  - g) "End User" means an individual that is a Representative of a Customer or an individual who is authorized by a Customer to drive under such Customer's DOT number, that accesses or uses the Software or Services.
  - h) "EULA" means this End User License Agreement.
  - i) "Improvements" means any alterations, modifications, improvements or derivatives of any of the Services or Software.
  - j) Intentionally omitted.
  - k) "Licensee" means Customer or End User, as applicable.
  - l) "Representatives" shall mean a party's directors, officers, employees, contractors, or agents.
  - m) "Reseller" means an individual or entity that has entered into a Reseller Agreement with Drivewyze for the distribution and sublicensing of the Software or Services.
  - n) "Reseller Agreement" means a form of agreement entered into by Drivewyze and an individual or entity for the direct or indirect distribution and sublicensing of the Software and Services.
  - o) "Services" means the provision of access to and use of Drivewyze's PreClear programs, as described at [www.Drivewyze.com](http://www.Drivewyze.com).
  - p) "Service Order" means an order form, provided by Reseller to Drivewyze specifying the term for receipt of the Services, and pricing and payment obligations.

- q) Intentionally omitted.
- r) "Software" means Drivewyze software installed on Customer devices or otherwise provided to Customer or their respective End Users.
- s) "Third Party Providers" means government agencies, leasing companies, third party credential processors, and/or other third-party service providers, including Reseller.
- t) "Waived Information" means information required to support or permit the provisioning of the Services, including without limitation information regarding registrations, permits, licenses, inspections, taxes, credentials, fleets, End Users, and registered vehicles.

**2. Drivewyze Obligations.** During the term of the Agreement, Drivewyze shall provide to Customers and Customer's End Users, as applicable, the Services and the Software. Any and all notifications, communications, and support questions and requests with respect to this Agreement should be directed to Reseller, unless Licensee has acquired Services directly from Drivewyze.

**3. Customer Obligations.** Customer shall use commercially reasonable efforts to cause any of its End Users who receive the Software or Services to comply with this EULA and shall enforce the provisions of this EULA against its End Users. Customer shall immediately relay all disputes and notices received from Drivewyze to the End Users as requested by Drivewyze, and immediately provide Drivewyze with a copy of all dispute and notices received from its End Users. If Licensee does not agree to the terms of this EULA, Licensee is not granted any rights whatsoever in the Software and Licensee must cease all use of the Software and Services.

**4. Acceptable Use.** Except as otherwise agreed in writing by Drivewyze, Customer agrees to: (i) obtain permission from a vehicle lessor to electronically screen the vehicle credentials when the Customer is leasing a vehicle in which Software has been downloaded to a device; (ii) report to Drivewyze in a timely manner any changes relevant to account, vehicle or fleet information; (iii) authorize Drivewyze to submit Customer's carrier, fleet, vehicle, and Driver information to participating government agencies for use in providing Services; (iv) use the Software or Services only in vehicles registered with Drivewyze and on devices owned or controlled by Customer; and (v) keep Drivewyze updated with all information regarding all vehicles permitted for driving under the Customer's Department of Transportation ("DOT") number, and notify Drivewyze immediately if a vehicle is no longer approved or driving under the DOT number. Licensee agrees to: (i) use the lanes designated as Drivewyze lanes, where available, and obey all applicable laws, regulations and guidance in the use of the Software and Services; (ii) notify Drivewyze of any message conflicts from an alternate in-cab transponder so that they can be resolved in the Drivewyze system; (iii) report to Drivewyze in a timely manner any changes relevant to account, vehicle or fleet information; (iii) authorize Drivewyze to submit Customer's carrier, fleet, vehicle, and Driver information to participating government agencies for use in providing Services; and (iv) except as expressly provided under applicable law, not circumvent any technical limitations, decode, decompile, disassemble, derive the source code or otherwise reverse engineer, copy, modify, translate, create Improvements, reproduce, republish, upload, post, transmit, or distribute in any way, the Software or Services, including via a timesharing, service bureau, or other arrangement.

**5. License and Ownership.** Drivewyze hereby grants to Licensee, as applicable, a non-transferable and non-exclusive license to use the Software solely to receive Services in accordance with the Agreement. All rights not expressly granted are hereby reserved by Drivewyze. Drivewyze retains all intellectual property rights in and to the Services and Software and retains all rights not expressly granted. To the extent Licensee creates any Improvements, Licensee hereby assigns and agrees to assign all right, title and interest in such

Improvements to Drivewyze, including but not limited to all intellectual property rights in or to such Improvements.

**6. Warranty and Disclaimer of Warranty.** Drivewyze represents and warrants that the Software and Services shall materially conform to the documentation provided by Drivewyze. Drivewyze's sole responsibility and the sole remedy for breach of this warranty are to reperform the non-conforming Services, or to use commercially reasonable efforts to remedy any non-conforming Software. LICENSEE EXPRESSLY AGREES THAT THE SOFTWARE AND THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AT THEIR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRIVEWYZE, AND DRIVEWYZE'S AFFILIATES, LICENSORS, SUPPLIERS AND APPLE INC. DISCLAIM ALL GUARANTEES, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR THAT USE OF SOFTWARE OR SERVICES WILL ENSURE COMPLIANCE WITH ANY STATUTORY OR REGULATORY OBLIGATIONS.

**7. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF DRIVEWYZE, AND DRIVEWYZE'S AFFILIATES, LICENSORS, SUPPLIERS AND APPLE INC. FOR ALL MATTERS ARISING FROM OR RELATING TO THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID BY THE LICENSEE FOR THE SOFTWARE OR SERVICES, AS APPLICABLE, IN THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRIVEWYZE, ITS SUPPLIERS, AND APPLE INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND EVEN IF DRIVEWYZE, AND DRIVEWYZE'S AFFILIATES, LICENSORS, SUPPLIERS, OR APPLE INC. HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN THE PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY OR DEATH, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY. CUSTOMER AND ITS END USERS SHALL BE RESPONSIBLE FOR ALL LIABILITIES ARISING FROM ITS USE OF THE SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY TICKETS, INFRACTIONS, PENALTIES OR ACCIDENTS ARISING FROM ANY USE OF VEHICLES BY CUSTOMER OR ITS USERS.

**8. Indemnification.** Drivewyze shall defend, indemnify, and hold the Licensee and its Representatives harmless from and against any third party Claim arising from: (i) bodily injury, including death, to any person or persons caused by the negligence of Drivewyze or its Representatives; (ii) damage to or destruction of any tangible property caused by the negligence of Drivewyze or its Representatives; or (iii) any allegation that the Software or Services, or the use thereof by Licensee infringes or misappropriates any intellectual property rights of a third party. Customer as applicable, shall defend, indemnify, and hold Drivewyze and its Representatives harmless from and against any third-party Claim arising from: (i) bodily injury, including death, to any person or persons caused by the negligence of Customer, or their respective Representatives or End Users, as applicable; (ii) damage to or destruction of any property, including loss of use thereof and damage to the environment, caused by the negligence of Customer, or their respective Representatives or End Users, as applicable; (iii) any services or work performed by Customer, or their respective Representatives or End Users, as applicable; (iv) any warranty or representation concerning the Services

made by Customer, or their respective Representatives, as applicable, that exceeds, is not included in, or is inconsistent with the warranties expressly provided by Drivewyze in Section 7 of this EULA; (v) any failure by Customer to comply fully with Section 4 of this EULA, or; (vi) tickets, penalties or accidents arising from the use of vehicles by their End Users; or (vii) any allegation that services or products used by Licensee (and not provided or approved by Drivewyze) as applicable, or their unapproved combination or use with the Software or Services infringes or misappropriates a third party's intellectual property rights. The indemnified party shall immediately notify the indemnifying party upon receipt of notice of a Claim, provided that a party shall be relieved of its obligations only to the extent that failure to provide prompt notice prejudiced the ability to defend the Claim. The indemnifying party shall have full control over the defense and settlement of the Claim, and the indemnified party shall provide information and assistance as reasonably requested by the indemnifying party, at its expense.

**9. Confidentiality and Privacy.** A party may use the Confidential Information of the other party solely for the purpose of fulfilling obligations or exercising rights under the Agreement. No party shall disclose Confidential Information of another party to another person without prior written consent, except that a party may disclose Confidential Information of the other party if disclosure is required by applicable law, by a court of competent jurisdiction or by another appropriate regulatory body, provided, however, that to the extent permitted by applicable law, such party gives the other affected party prompt commercially reasonable notice in writing of that disclosure to permit it to contest or limit such disclosure. Drivewyze shall comply with and have the rights set out in the Privacy Statement found at [www.Drivewyze.com](http://www.Drivewyze.com). As applicable, Licensee hereby authorizes, waives rights, and grants a waiver to Drivewyze to enable it to collect, disclose and use Waived Information or other information necessary to provide the Software and the Services. Licensee authorizes and provides a waiver for Third Party Providers to release without restriction or liability all such Waived Information to Drivewyze, and for Drivewyze to provide such Waived Information to Third Party Providers. Licensee agrees to provide the Authorization and Waiver and additional authorizations or waivers required by Third Party Providers to enable access to Waived Information and other information related to the provision of Services. Licensee expressly authorizes Drivewyze to generate an Authorization and Waiver document in Licensee's name.

**10. Term and Termination.** The term of the Agreement shall be as set out in the applicable Service Order. A party may terminate the Agreement on written notice if the other party has breached any material provision of the Agreement and such breach remains uncured thirty (30) days after receipt of notice detailing such breach. A party may terminate the Agreement on written notice if: (a) a receiver is appointed for the other party or its property the other party; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days of its commencement; or (d) the other party is liquidating or dissolving. Notwithstanding termination or expiration of the Agreement: (a) Customer shall not be relieved of its obligation to pay any monies due or accruing due by the effective date of termination; and (b) Sections 1, 4, 7-12, and Section 6 (with respect to ownership), shall survive the expiration or termination of the Agreement. This EULA shall automatically terminate with respect to a Customer or an End User upon the termination or expiration of the Reseller Agreement with the applicable Reseller. Upon expiration or termination of the EULA, Customer or End User, as applicable, shall immediately discontinue, and shall cause all End Users to discontinue, all use of the Software and Services, and delete all copies of Software.

**11. General.** Customer or End User, as applicable, agrees that each of Apple Inc. and its affiliates are third party beneficiaries of this EULA, and that Apple Inc. will have the right to enforce this EULA against Customer or End User as a third-party beneficiary. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), and all U.S. Government End Users acquire the Software with only those rights set forth herein. All notices, communications and deliveries hereunder shall be made in writing signed and shall be delivered by via email. The email address for the Customer shall be set out in the Service Order, Customer agrees that Drivewyze may send notices to the attention of the Customer or Reseller, as applicable. The email address for Drivewyze is [legal@drivewyze.com](mailto:legal@drivewyze.com). The parties' relationship is that of independent contractors, and neither party shall have any right whatsoever to represent the other party, or to incur any liabilities or obligations on behalf of the other party. Customer may not assign the Agreement, in whole or in part, without the prior written consent of Drivewyze, which may be withheld in its sole discretion. This EULA, together with any documents referenced herein, constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing. This Agreement shall be governed by laws of Delaware without regard to its choice of law or conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is disclaimed by the parties and does not apply. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision of the Agreement. No modification or amendment to the Agreement, nor any waiver of any rights under the Agreement, shall be effective unless signed and in writing. Failure by either party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Drivewyze shall not be liable for failures or delays in performing its obligations arising from any cause beyond its reasonable control, including but not limited to, acts of God, and in the event of any such delay the time for performance shall be extended for a period equal to the time lost by reason of delay. Each party acknowledges that any breach of its obligations under the Agreement with respect to the intellectual property rights, proprietary rights or confidential information of the other party will cause such party irreparable injury for which damages will be inadequate remedies at law, and such party will be entitled to seek injunctive or other equitable relief.

**12. Florida Agricultural Inspection Site Usage Important Notice and Additional Terms.** Customers may opt in for an additional feature of the Service, for no additional charge, that allows Customer to be eligible to participate and receive bypasses at Florida Agriculture Sites. By entering into a Services Agreement for the provision of Services, Customer agrees to the program criteria for the vehicle being driven and must comply with all statutes and rules in order to participate as outlined in Chapter 570 of Florida Statutes and Rule 5A-16.005. Customers who fail to stop and submit to agriculture inspections when required by law are subject to administrative and criminal penalties. Customers who fail to comply with the program criteria or otherwise violate the governing laws are subject to loss of participation in the pre-clearance program. By entering into a Services Agreement for the provision of Services, the Customer and ultimate transporter of the vehicle being driven hereby:

- a) (a) Agrees to directly provide to the Florida Department of Revenue when notified, all Florida destination bills of lading in an approved electronic format. This includes bills of lading for shipments that originated outside Florida that are delivered to a final destination in Florida. These electronic bills of lading must be submitted on a calendar quarter basis, unless an alternative reporting cycle is approved in writing by the Florida Department of Revenue. This data must be received by the Florida Department of Revenue within 30 days after the end of each quarter.

- b) Shall be engaged primarily in the transportation of commodities other than commodities over which the Florida Department of Agriculture and Consumer Services (FDACS) exercises regulatory authority. Customers who routinely or regularly transport agricultural, horticultural, aquaculture, livestock or other commodities over which FDACS exercises regulatory authority are ineligible to participate in the pre-clearance program.
- c) Understands that enrollment in the Service does not preclude any FDACS representative from inspecting the cargo, or absence thereof, regular manifest and/or other bills of lading of all vehicles at all Florida terminals or drop sites any time, as provided by Florida Statutes.
- d) Agrees that each and every truck shipment which contains or includes agricultural, horticultural, aquaculture, livestock or other commodities over which FDACS exercises regulatory authority will voluntarily stop at all agricultural inspection stations and declare such commodities even when enrolled in the Service.
- e) Understands that all vehicles enrolled in the pre-clearance program approaching a specified agricultural inspection station may be randomly selected and routed into the inspection station.

**14. SUPPORT AND COMMUNICATIONS.** Any and all notifications, communications, and support questions and requests with respect to this Agreement should be directed to Reseller.

Exhibit 1 to End User License Agreement

**Authorization and Waiver**

To: Government agencies, tolling agencies/authorities, leasing companies, third party credential processors, and/or other third party service providers.

As a party to the End User License Agreement for Drivewyze Software and Services with Drivewyze Inc., Licensee hereby authorizes, waives rights, and grants a waiver to Drivewyze Inc. to enable it to acquire and periodically reconfirm information from Government agencies, tolling agencies/authorities, leasing companies, third party credential processors, and/or other third party service providers concerning registration, permits, licenses, inspections, taxes and any other credentials, including but not limited to all vehicle and driver information required to support toll services (“Waived Information”). This authorization and waiver extends to toll agencies/authorities requiring Licensee authorization or waivers to access vehicle registration information from government agencies, tolling agencies/authorities, leasing companies, third party credential processors, and/or other third party service providers. Licensee authorizes Drivewyze Inc. to collect, disclose and use such information, and Licensee authorizes and provides a waiver for government agencies, tolling agencies/authorities, leasing companies, and/or third party credential processors or other service providers to release without restriction or liability all such information to Drivewyze Inc.