

**VeriToll Transponder Service
End User Licensing Agreement**

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE APP ON
YOUR DEVICE**

This End User License Agreement (this “**EULA**,” “**Agreement**”) constitutes a valid and binding agreement between you (“**YOU**,” “**YOUR**,” or “**YOURSELF**”) and Fantom Partners, LLC d/b/a VeriToll Transponder Service (“**VeriToll**,” “**Company**,” “**us**,” “**our**” or “**we**,”) governing the use of the Company’s software application (the “**Application**”) that enables you to use the software and services (the “**Service**”) offered through both AWS Marketplace and on VeriTollTransponderService.com (the “**Site**”).

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. BY USING THIS SERVICE CLICKING THE “I ACCEPT” BUTTON LOCATED ON THE DOWNLOAD PAGE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE “I DO NOT ACCEPT” BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, THE APPLICATION WILL NOT BE DOWNLOADED OR INSTALLED ON YOUR COMPUTER.

BY CLICKING THE “I ACCEPT” BUTTON OR USING THE APPLICATION, YOU HEREBY WARRANT, REPRESENT, COVENANT AND CERTIFY THE FOLLOWING:

- YOU possess the legal right and ability to enter into this Agreement and comply with its terms, including authority to enter into this Agreement on behalf of YOUR employer or other organization on whose behalf YOU are using the Application, and YOUR acceptance of this Agreement on behalf of such employer or entity shall be binding on such employer or organization, if applicable;
- YOU are of a lawful age in YOUR jurisdiction to enter into this Agreement and install and use the Application;
- YOU will only use the Application in order to use the Service; YOU will properly follow all instructions and documentation provided by the Company to YOU;
- YOU will only install the Application on computers for which YOU are the authorized owner or on computers for which YOU have been given express permission to install the Application by such computer owners;
- All information that YOU provide to the Company is true and accurate, including, without limitation, YOUR identity, account information, information about any organization YOU are affiliated with, and any other related information;
- YOU shall not misrepresent YOUR association with a charitable or political organization or otherwise use the Service in such a way as to defraud individuals; and
- YOU will not use the Application in violation of any Federal, State or local law, rule, ordinance or governmental regulation, including those governing financial services, consumer protections, unfair competition, anti-discrimination, privacy or false advertising.

1. APPLICATION USE REQUIREMENTS.

1.1. Account. To use the Application, YOU will be required to install the Application on one or more computers that YOU own and that meet the minimum specifications provided by the Company. Additionally, YOU may be required to create an account (an “**Account**”) to access and utilize the Application. To create an Account, YOU will be required to provide certain information, including YOUR name, email address, mailing address and phone number. YOU will also need to create a screen name. Maintaining Account security is very important. YOU are entirely responsible for maintaining the confidentiality of the Account username and password. YOU agree to monitor YOUR Account and notify the Company immediately if YOU believe that an Account username and/or password have been compromised or if YOU suspect unauthorized payments or charges are occurring through YOUR Account.

1.2. Updates. The Company may require that YOU download and install updates to the Application from time to time. YOU acknowledge and agree that the Company may update the Application with or without notifying YOU and add or remove features or functions to the Application at any time in its sole discretion. YOU acknowledge and agree that the Company has no obligation to make the Application available to YOU, make any subsequent versions of the Application available to YOU or to continue to support the Application in any way. YOU acknowledge that YOUR access to the Application may not be continuous, features may change during YOUR use of the Application, and the Company may terminate YOUR access to the Application or stop offering the Application at any time pursuant to the Terms of Use located at <https://www.veritolltransponderservice.com/VeritollTransponderService-TermsAndConditions.pdf> and updated from time to time (“**TOU**”).

1.3. Agreements. YOU acknowledge that YOU may only use the Application in connection with the Service provided through the Site in accordance with this Agreement, the TOU and the Privacy Policy located at <https://www.veritolltransponderservice.com/VeritollTransponderService-PrivacyPolicy.pdf> (“**Privacy Policy**”). The Privacy Policy and TOU are incorporated into this Agreement by this reference. YOU further acknowledge and agree that YOUR use of the Application signifies that YOU have read, understand and agree with the terms of the TOU and Privacy Policy. The requirements hereunder and this Agreement may change as the Application and/or the Service evolves.

2. LICENSE AND RESTRICTIONS.

2.1. License. Subject to all of the terms and conditions of this Agreement and for the sole purpose of using the Service, the Company hereby grants YOU a limited, non-exclusive, revocable, non-sublicensable, non-transferrable license to (i) install the Application on one or more computers which are owned by YOU, are under YOUR control and which meet the Company’s minimum specifications and (ii) view, review and utilize the Application and any related information provided to YOU by the Company.

2.2. License Restrictions. Notwithstanding anything to the contrary, YOU may not: (i) remove any proprietary notices from the Service or any copy of the Application; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application or the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Application or Service, including, without limitation, through sublicense, to any other person or entity without the prior written consent of the Company; or (iv) make any false, misleading or deceptive statement or representation regarding the Company and/or the Application or Service.

2.3. No Data Mining or Harmful Code. YOU agree that YOU will not (i) obtain or attempt to obtain any information from the Service, including without limitation email or payment information of other Account holders or other Application data; (ii) intercept, examine or otherwise observe any

proprietary communications protocol used by the Application or the Service, whether through the use of a network analyzer, packet sniffer or other device; or (iii) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Application, the Site or the Service.

2.4. Misuse of the Application and/or the Service. YOU may not connect to or use the Application and/or the Service in any way not expressly permitted by this Agreement or the TOU. Without limiting the foregoing, YOU agree that YOU will not: (i) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Service or otherwise attempt to disrupt the Service or any other person's or entity's use of the Application and/or the Service; or (ii) use, or knowingly permit the use of, the Application attempt to gain unauthorized access to the Service, Accounts registered to other users or the computer systems or networks connected to the Service. Furthermore, YOU may not use the Application and/or the Service in association with, or to develop, generate, transmit or store, information that: (a) is defamatory, harmful, abusive, obscene or hateful; (b) in any way that obstructs or otherwise interferes with the normal performance of another person's or entity's use of the Service; (c) performs any unsolicited commercial communication not permitted by applicable law; (d) constitutes harassment or a violation of privacy or threatens other people or groups of people; (e) is harmful to children in any manner; (f) violates any applicable law, regulation or ordinance; (g) makes any false, misleading or deceptive statement or representation regarding the Company, the Application and/or the Service; or (h) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

3. OWNERSHIP. The Company retains all right, title and interest in and to the original and any copies of the Application, Service and related information, improvements, enhancements or derivatives thereto and ownership of all intellectual property and proprietary rights recognized anywhere in the world pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of the Company. The Application, Service and related written materials are protected by the copyright and patent laws of the United States and international copyright and patent treaties. YOU shall not be an owner of any copies of, or have any interest in the Application, Service, documentation, or other information.

4. INDEMNIFICATION. YOU agree to defend, indemnify and hold the Company and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, network service providers, business partners and licensors (collectively, the **"Indemnified Parties"**) harmless, at YOUR expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by the Indemnified Parties arising out of or relating to (a) YOUR violation or breach of any term of this Agreement or any policy or guidelines referenced herein; (b) YOUR use or misuse of the Application or Service; or (c) any violation of data protection or privacy laws through YOUR use or misuse of the Application, Service or YOUR Account.

5. FEEDBACK. The Company shall exclusively own and have title to all feedback, reports and test results provided by YOU and any modifications or derivatives of the Application. YOU agree to assign, and do hereby irrevocably assign, to the Company all right, title and interest in and to the foregoing, including assignment to the Company of all ownership interest in any feedback, reporting, results, or any other related diagnostic or customer service information associated with YOUR use of the Application and related written materials.

6. DISCLAIMER OF WARRANTY. THE APPLICATION AND SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY MAKES NO WARRANTY OR CONDITION AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE APPLICATION OR SERVICE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE APPLICATION AND/ OR THE SERVICE IS AT YOUR SOLE RISK. THE COMPANY DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE APPLICATION AND/OR THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE APPLICATION OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE APPLICATION OR SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE “**RELATED PARTIES**”) HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) , STRICT LIABILITY OR OTHERWISE, FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS OR SALES, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE APPLICATION AND/OR THE SERVICE, EVEN IF THE COMPANY AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) THE COST OF PROCURING SUBSTITUTE PRODUCTS, TECHNOLOGY, SERVICES OR RIGHTS. IN ADDITION, IN NO CASE SHALL THE LIABILITY OF THE COMPANY OR ANY OF THE RELATED PARTIES EXCEED THE GREATER OF (a) ONE HUNDRED DOLLARS (\$100) AND (b) THE AMOUNT THAT YOU PAID TO US OR OUR DESIGNEES DURING THE SIX (6) MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE. Some jurisdictions do not allow a limitation on liability for claims of negligence resulting in death or personal injury and, in such jurisdictions, the Company’s liability shall be limited to the greatest extent permitted by law.

8. TERM AND TERMINATION. This Agreement will take effect on the date YOU click “I Accept” and download the Application and will continue in effect unless terminated earlier pursuant to this Section 8. This Agreement may be terminated by YOU at any time by ceasing all use of the Application and uninstalling the Application from YOUR computer (or other computers upon which YOU have installed the Application). The Company may terminate this Agreement at any time, with or without cause, by providing notice to YOU and/or preventing YOUR access to the Service through the Application. Upon termination of this Agreement for any reason, or upon the Company’s request to YOU, YOU must immediately remove the Application from YOUR computer (or other computers upon which YOU have installed the Application) and dispose of all originals and copies of the Application in YOUR possession. Notwithstanding termination or expiration of this Agreement, YOUR representations, warranties, covenants and certification at the beginning of this Agreement and Sections 2.2, 2.3, 2.4, 3, 4, 5, 6, 7, 8, 9 and 10 shall survive termination of this Agreement. All licenses granted hereunder shall immediately terminate upon termination of this Agreement. Termination shall be in addition to any rights and remedies available to either party at law or equity or under this Agreement.

9. BINDING ARBITRATION.

9.1. Arbitration Procedures. YOU and the Company agree that, except as provided in Section 9.4 below, all disputes, controversies and claims related to this Agreement (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under the terms set forth in this Agreement. In the event of a conflict between the terms set forth in this Section 9 and the JAMS Rules, the terms in this Section 9 will control and prevail.

Except as otherwise set forth in Section 9.4, YOU may seek any remedies available to YOU under federal, state or local laws in an arbitration action. As part of the arbitration, both YOU and We will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) YOU and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND THE COMPANY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

9.2. Location. The arbitration will be conducted in Los Angeles, California, unless the parties agree to video, phone and/or internet connection appearances.

9.3. Limitations. YOU and the Company agree that any arbitration shall be limited to the Claim between the Company and YOU individually. YOU AND THE COMPANY AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

9.4. Exceptions to Arbitration. YOU and the Company agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of YOUR or the Company’s intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any Claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court’s jurisdiction in lieu of arbitration.

10. MISCELLANEOUS. This Agreement may be amended only by a writing executed by both parties unless modified from time to time by the Company and posted on the Site. The next time YOU use the Application after such an update, YOU may be prompted to agree to or decline an update of this Agreement. YOU must agree to all revisions if YOU choose to continue using the Application. By using the Application, YOU agree to the then-current version of this Agreement as posted on the Site. If at any point YOU do not agree to any portion of the then-current version of this Agreement, YOU must immediately stop using the Application and uninstall the Application. This Agreement shall be is governed by, and will be construed under, the laws of the United States of America and the

laws of the State of California, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except as provided in Section 9 above (and claims proceeding in any small claims court), all disputes arising out of or related to YOUR use of the Application and/or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located within Los Angeles, California and YOU agree to submit to the personal jurisdiction and venue of such courts. This Agreement, together with the Privacy Policy and TOU, constitutes the entire, final and integrated agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and communications, whether oral or written, between the parties relating to the subject matter hereof. The Company reserves any rights or licenses other than those specifically granted herein. This Agreement shall not be assigned (by operation of law or otherwise) or transferred in any manner by YOU without the prior written consent of the Company and any attempted assignment without the Company's consent shall be null and void. YOU will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, YOU will not, and YOU will require YOUR representatives not to, export, direct or transfer the Application, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls. If YOU are, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Application is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Application are governed by the terms of this Agreement. YOU acknowledge that a breach of this Agreement would cause irreparable injury to the Company for which monetary damages are not an adequate remedy. Accordingly, in addition to all other available remedies, We shall be entitled to injunctive relief and other equitable remedies in the event of such breach.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO DOWNLOAD AND INSTALL THE APPLICATION, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.