

## DT Trailer End User License Agreement

This DT Trailer End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and DriverTech, LLC ("**Company**"). This Agreement governs your use of the DriverTech Trailer Bridge System ("**DT Trailer**") on the Platform Science, Inc. ("**Platform Science**") platform. DT Trailer is licensed, not sold, to you.

BY DOWNLOADING AND USING THE DT TRAILER, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR USE THE DT TRAILER.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) access and use the DT Trailer for commercial use per single Platform Science In-Vehicle Display Tablet owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the DT Trailer's documentation; and

(b) access, stream, download, and use on such Mobile Device to access the DT Trailer Data (as defined in Section 6) made available in or otherwise accessible through the DT Trailer, strictly in accordance with this Agreement and any terms of use applicable to such DT Trailer Data as may be required by Platform Science.

2. License Restrictions. You shall not:

(a) copy the DT Trailer, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the DT Trailer;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the DT Trailer or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the DT Trailer, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the DT Trailer, or any features or functionality of the DT Trailer, to any third party for any reason, including by making the DT Trailer available on a network where it is capable of being accessed by more than one device at any time except as might otherwise be authorized in writing by the Company or Platform Science ;  
or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the DT Trailer.

3. Reservation of Rights. You acknowledge and agree that the DT Trailer is provided under license, and not sold, to you. You do not acquire any ownership interest in the DT Trailer under this Agreement, or any other rights thereto other than to use the DT Trailer in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company reserves and shall retain its entire right, title, and interest in and to the DT Trailer, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the DT Trailer, the Company and Platform Science may collect information about your Mobile Device and about your use of the DT Trailer. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the DT Trailer or certain of its features or functionality. By accessing the DT Trailer as authorized by Platform Science, using, or providing information to or through the DT Trailer, you consent to all actions taken by Company and Platform Science with respect to your information. You agree that Company and Platform Science may collect and use technical data and related information, including, but not limited to, technical information about your Mobile Device, system, DT Trailer, DT Trailer hardware, and peripherals that are gathered periodically to facilitate the provision of software updates, product support, and other services related to the DT Trailer.

5. Updates. Company may from time to time in its sole discretion develop and provide DT Trailer updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

(a) the DT Trailer will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You agree to promptly download and install all Updates and acknowledge and agree that the DT Trailer or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the DT Trailer and be subject to all terms and conditions of this Agreement.

6. DT Trailer Data. The DT Trailer may display, include, upload, download, transfer, or make available certain data or information through the DT Trailer to a server or other electronic storage location owned, controlled, or accessed by you or Platform Science (the "**DT**

**Trailer Data**"). You acknowledge and agree that Company is not responsible for DT Trailer Data, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, completeness, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any DT Trailer Data. DT Trailer Data, and access and links thereto are provided by third parties and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

7. Term and Termination.

(a) The term of this Agreement commences when you acknowledge your acceptance of this Agreement (as provided above) and will continue in effect until terminated by you or Company as set forth in this Section 7.

(b) You may terminate this Agreement by notifying Platform Science in accordance with the terms and conditions of your agreement with Platform Science and ceasing to access or use the DT Trailer.

(c) Company may terminate this Agreement at any time without notice if it ceases to support the DT Trailer, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the DT Trailer and delete the DT Trailer from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

8. Disclaimer of Warranties. THE DT TRAILER IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE DT TRAILER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE DT TRAILER WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION,

MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE DT TRAILER OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE DT TRAILER.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

10. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the DT Trailer or your breach of this Agreement, including but not limited to the content you submit or make available through the DT Trailer.

11. Export Regulation. The DT Trailer may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the DT Trailer to, or make the DT Trailer accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the DT Trailer available outside the US.

12. US Government Rights. The DT Trailer is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the DT Trailer as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

14. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the DT Trailer shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake City and Salt Lake County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DT TRAILER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Entire Agreement. This Agreement constitutes the entire agreement between you and Company with respect to the DT Trailer and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the DT Trailer.

17. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.