

Synercon Technologies, LLC End User License Agreement

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING THE LICENSE AGREEMENT TERMS.

BY PURCHASING THE EQUIPMENT AND SOFTWARE, YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT USE THE SOFTWARE OR EQUIPMENT.

This End User License Agreement (“Agreement”) is made by and between SYNERCON TECHNOLOGIES, LLC, an Oklahoma limited liability company, with its principal office located at 125 West 3rd, First Floor, Tulsa, Oklahoma 74103, hereafter referred to as “Licensor”, and the user of the Software and Equipment, hereafter referred to as “Licensee”.

Article I. Definitions

Section 1.01 “Data Analytics” shall mean data, analyses, results or conclusions derived from the use of data obtained (regardless of method) from the combination of records from more than one (1) wheeled vehicle event data recorder.

Section 1.02 “Documentation” shall include all manuals, guides, event data collection and reporting forms, specifications, and written and electronic correspondence and documentation (whether physical, web-based or otherwise) produced by or licensed by Licensor regarding the Software and the use thereof.

Section 1.03 “Equipment” shall mean the patented and/or patent pending Forensic Link Adapter and/or Smart Sensor Simulator sold, leased or rented by Licensor to Licensee and upon which part of the Software is installed and operates.

Section 1.04 “Event Data” shall mean any stored digital data associated with a vehicle that is obtained by using the Equipment. This data may or may not be associated with a vehicle crash. This data is sourced from electronic control modules on board a vehicle and from the data obtained by the Equipment and/or user of the Equipment. Event Data shall be inclusive of configuration data, historical data, data that gets stored after some threshold is obtained, fault code data and all associated parameters regarding those categories of data. This definition of Event Data expands the meaning described in SAE J2728.

Section 1.05 “Event Data Reports” shall mean any work product, analysis or report generated based on collection of Event Data.

Section 1.06 “Software” shall mean commercially released versions of TruckCRYPT software and related materials provided hereunder by Licensor to Licensee and shall include all executable code on any medium normally provided by Licensor to its Licensees and all software-based services, regardless of where the executable code is run (e.g. cloud based services). This also includes the code running on embedded processors contained in the Equipment.

Section 1.07 “Synercon Server” is any remote computing system controlled by the Licensor that is running or could run some or all of the TruckCRYPT software. This system is connected to the Internet and receives and transmits data from the Equipment and other sources.

Article II. License and Ownership of Software

Section 2.01 Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license (the “License”) to use the Software.

Section 2.02 The term of the License and this Agreement (the “Term”) shall commence on the date of invoicing and, subject to all of the terms and conditions of this Agreement (including timely and full payment of all required fees), shall continue for the period of time indicated on the invoice after the Effective Date. The Term can be renewed by purchasing additional subscription periods.

Section 2.03 The Software shall be used only by the Licensee for the sole purposes of vehicle investigation and generating Event Data Reports.

Section 2.04 Licensee agrees that during the normal use of the Equipment and Software that encrypted data will be transferred to and from the Equipment to the Synercon Server. The data will be retained on the Synercon Server for purposes the Licensor sees fit, which may include but are not limited to, Data Analytics, data aggregation, quality of service improvements, product performance enhancements, academic research, teaching, comparisons, trend analysis and correlation analysis, all of which could be monetized by the Licensor. Licensor will not publicly disclose any personally identifiable information, but data may be used for Licensor’s internal purposes and aggregated with other data for analytical purposes, and the aggregated data, which has no personally identifiable information, may be monetized and disclosed to third parties.

Section 2.05 Licensor hereby represents that it has full right, title and authority to License the Software to Licensee, subject to the ownership rights of the same as well as the restrictions and other agreements set forth in any license agreements held by the Licensor.

Section 2.06 The parties agree that all title and ownership rights to the Software, Documentation and other materials supplied by Licensor to Licensee shall remain in ownership of the Licensor (subject only to any licenses use by Licensor), and Licensee acknowledges that the same are subject to the proprietary rights of Licensor.

Section 2.07 Licensee agrees that the Software contains trade secrets known by the Licensor, and that the Equipment, Documentation and all information or data supplied by Licensor contains trade secrets known by the Licensor, or may be protected by patent, trademark and/or copyright law, this in addition to federal and state laws protecting intellectual property rights of the Licensor. Licensee further understands that user manuals, training aids, data collection forms and other written materials are likewise subject to copyright laws.

Section 2.08 Licensee specifically acknowledges that this Agreement is not and shall not be construed as an assignment, sale or any other transfer of title or ownership rights in the Software and its related Documentation.

Article III. License and Ownership of Hardware

Section 3.01 Subject to all of the terms and conditions of this Agreement and upon full payment, Licensor hereby grants ownership rights of Equipment to Licensee.

Section 3.02 Licensee agrees that opening the hardware, reverse engineering, or physically disassembling any of the Equipment is considered a breach of this agreement. Technical support and updates will not be available for any Equipment that has been tampered with or opened.

Article IV. Price and Payment

Section 4.01 For the Term of this License the Licensee shall pay to Licensor the fees (the "Fees") set forth on estimates or invoices from the Licensor, and at the times and in the manner set forth in the agreed upon by both parties.

Section 4.02 Failure of Licensee to pay any Fees within the time specified in the Fee Schedule or failure of Licensee to make any other payment required under this Agreement within thirty (30) days of such payment due date shall be deemed to be material breach of this Agreement and shall entitle Licensor, at its sole option, to: (1) impose an interest charge on any such unpaid amounts at the highest rate allowable under law; and/or (2) immediately terminate this Agreement and extinguish the License; and/or (3) recover possession of the Software, Equipment and Documentation and/or disable the functionality of same; and/or (4) pursue any other right or remedy available at law or in equity.

Article V. Warranties and Liability

Section 5.01 For the term of this Agreement and any License extension(s) thereof, Licensor warrants that the Software will operate as described in the Documentation. The software shall be capable of downloading, hashing, encrypting, and decoding some (but not all) of the digital data contained on board electronic control units. Apart from the specific limited warranty set forth herein, Licensor makes no other warranties, express or implied, concerning the Software and the Equipment or Licensee's use thereof. The foregoing limited warranty is in lieu of all other warranties, express or implied, including without limitation the implied warranty of fitness for a particular purpose and merchantability.

Section 5.02 Licensor does not warrant the completeness and accuracy of the information produced by Software. While best efforts by industry experts have been made to generate information from raw digital data, there may be untested variations, add-on packages, errors or mistakes due to the large amount of data. It is the sole responsibility of the Licensee to determine the fitness of the information provided by the Software for any particular application and for each individual case.

Section 5.03 Licensor cannot warrant any loss of functionality due to the lack of reliable network connection to the Synercon Server. The Licensee is solely responsible for establishing a reliable Internet connection for the Software to fully function.

Section 5.04 Licensor does not warrant that the Equipment and/or Software will be compatible with each vehicle model. Electronic components installed on the vehicles may be replacement

parts and not programmed to match the implementations of the Equipment, hence the Licensor cannot warrant the existence or accuracy of the data recorded on the vehicle or the existence of a fault-free environment. The information provided by the Software is to be used only by vehicle manufacturer product experts, engineers, professional accident investigators and traffic crash reconstruction specialists. Licensee agrees that the use of the Software and Equipment requires an appropriate level of skill and competence.

Section 5.05 Since the Licensor cannot warrant that the Equipment will create an environment that does not set new fault codes in the vehicle's electronic control module(s) which may alter the digital data contained therein, the Licensor assumes all risks in using the Equipment for the purposes of preserving a digital record. Licensee agrees to verify the Equipment is working according to the Documentation before using it to support an investigation or reconstruction. Licensor will offer verification services on a case by case basis for additional fees.

Section 5.06 Licensor assumes no liability for incidental, consequential, special or punitive damages, including but not limited to lost profits and loss of data, except as specifically set out herein. The remedies set forth in this section represent licensee's sole and exclusive remedies for any breach of warranty by licensor. Furthermore, Licensee agrees to indemnify and hold harmless Licensor, any of its employees, owners, officers, and managers from any legal action involving the use of the data produced or stored by the software.

Section 5.07 Licensee shall promptly inform Licensor of any defect in the Software and submit the appropriate information to enable the Licensor to correct the defect. Licensor shall, at its sole option, correct the defects discovered in the Software or deliver a new version of the Software free of charge.

Section 5.08 Licensee may terminate this Agreement, in writing, if Licensor is not able to correct reported material defects in the Software after several attempts within reasonable period of time.

Section 5.09 Survival. The Provisions of this clause shall survive the expiration or termination of this Agreement.

Article VI. Technical Support

Section 6.01 Reasonable requests for technical support by phone or e-mail regarding the use and functionality of the Software and Equipment will be granted only for those individuals who are trained users of the Software and Equipment. However, support regarding data interpretation, analysis, and applicability will be only offered under a consulting contract with Licensor.

Article VII. Use and Protection of Software and Equipment

Section 7.01 The Software and Equipment shall be used exclusively by Licensee and its authorized employees solely for purpose of vehicle investigations and/or producing Event Data Reports. No other uses are allowed without the prior written consent of Licensor.

Section 7.02 Licensee shall not make or allow others to make copies or reproductions of the Software or Documentation in any form without the prior written consent of Licensor. Distribution or disclosure of the Software or Documentation, including derivative works, modifications or adaptations is expressly and strictly prohibited.

Section 7.03 Licensee may not alter, modify or adapt the Software or Documentation, including, but not limited to translating, reverse engineering, decompiling, disassembling or creating derivative works, and may not take any other steps intended to produce a source language statement of the Software or any part thereof without Licensor's prior written consent, which consent the Licensor may grant or deny in its sole and exclusive discretion, this without liability or obligation to Licensee.

Section 7.04 Licensee shall keep confidential all Software and Documentation provided hereunder. Licensee will reasonably protect such information unless required by applicable laws. and at a minimum provide the same safeguards afforded its own confidential information.

Section 7.05 Licensee will keep confidential information to which it has access in the performance of this Agreement, confidential information already in the possession of the other Licensee, information obtained from another source without obligations of confidentiality, information independently developed or information required by a court or government order.

Section 7.06 Licensee acknowledges Licensor's concerns with the disclosure of any aspect of the Software, of any of the confidential information referred to herein or any information which, at law or equity, ought to remain confidential., will give rise to irreparable injury to Licensor, which is inadequately compensable in damages. Accordingly, Licensor may seek or obtain injunctive relief against the breach or threatened breach to any of the foregoing undertakings, in addition to any other legal remedies which may be available.

Article VIII. Termination

Section 8.01 If Licensee commits a breach of this Agreement, then the Agreement shall be terminated and the License granted hereunder extinguished. Upon the occurrence of such event, Licensee shall immediately return to Licensor all Software and related Documentation and all copies thereof acquired by Licensee during the course of this Agreement; Licensee shall remove all copies of the Software from any and all computer equipment and storage media of Licensee and shall certify in writing to Licensor that it has complied with the requirements set forth in this Section 8.01

Section 8.02 All confidentially obligations shall survive termination or expiration of this Agreement for a period of three (3) years.

Section 8.03 In the event of termination of this Agreement no refunds or credits will be due. No Fees due Licensor will be extinguished by termination.

Article IX. Limitation of Liability

Section 9.01 Neither party shall be liable to the other for any special or consequential damages of any character including without limitation, damages for loss of good will, work stoppage, data loss, lost profit or computer failure.

Section 9.02 In no event shall Licensor be liable for damages arising out of or related to incorrect, incomplete or misinterpreted information and/or data from the Software. Licensee shall take care to ensure that data supplied hereunder is applicable to the electronic control module(s), the system(s) and the vehicle the data was retrieved from.

Section 9.03 In no event shall Licensor be liable for incidental, consequential, special or punitive damages arising from or related to the Software or use thereof, Licensor's performance or failure to perform any of its obligations hereunder, whether the claims be in contract or tort, including negligence or strict liability. Licensee's sole and exclusive remedy after acceptance of the Licensed Software shall be the remedy available under the warranty provision in Article V.

Section 9.04 Licensee shall appoint only qualified staff and use appropriate test equipment or tools to use the Software. Where applicable, Licensor recommends the use of appropriate test equipment and tools as specified in the vehicle manufacturer's issued service manuals.

Section 9.05 Licensor shall not be responsible for any damage claim arising from Licensee's failure to comply with the provisions of this Agreement.

Section 9.06 Survival. The Provisions of this clause shall survive the expiration or termination of this Agreement.

Article X. Arbitration

Section 10.01 It is the express intention of the parties that any claim or controversy of any kind arising out of or relating in any way to this Agreement shall be resolved only by submission to binding arbitration; provided, Licensor may seek injunctive relief under Article VII in any Federal or State court located in the City of Tulsa, Tulsa County, State of Oklahoma, or may seek such relief in arbitration. Any arbitration shall be conducted accordingly to the rules of the American Arbitration Association with the following modifications:

Section 10.02 Appointment of Arbitrator. The parties will attempt to agree upon one (1) arbitrator. In the event that they cannot so agree, there shall be three (3) arbitrators, one appointed in writing by each party within fourteen (14) days after either party gives notice of failure to agree on a single arbitrator. Within fourteen (14) days after appointment of the second arbitrator, a third arbitrator shall be chosen by the two (2) arbitrators appointed by the parties. Should either party refuse or neglect to name the arbitrator to be appointed by it within fourteen (14) days, such party shall be conclusively presumed to have waived its right to appoint such arbitrator, and the arbitrator named by the other party may proceed with determination of the dispute. Should the two arbitrators appointed by the parties fail to choose a third arbitrator within fourteen (14) days, the American Arbitration Association shall name the third arbitrator on the request of either party. As condition of appointment, each arbitrator shall execute a

confidentiality agreement protecting all documents and information of both parties to this Agreement.

Section 10.03 Site of Arbitration. All arbitration shall take place in Tulsa, Oklahoma.

Section 10.04 Scope of Relief. The arbitrator(s) shall have full authority to award the remedies expressly set forth in this Agreement, and in addition, to award injunctive or other equitable relief, specific performance, and actual damages and costs and expenses of the parties.

Section 10.05 Discovery. The parties agree that Oklahoma Rules of Civil Procedure are hereby made applicable to this arbitration agreement to facilitate full discovery in any arbitration conducted under this Agreement.

Section 10.06 Survival. The Provisions of this clause shall survive the expiration or termination of this Agreement.

Section 10.07 Substantive Law. The arbitrators shall apply the substantive law (including statute of limitations) of the State of Oklahoma in any arbitration proceedings.

Section 10.08 Enforcement. Any decision or award of the arbitrator(s) may be enforced in any court of competent jurisdiction.

Article XI. Miscellaneous

Section 11.01 Each party agrees it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

Section 11.02 There is no obligation on the part of Licensor to maintain the data or to provide any back-up service for the Licensee.

Section 11.03 If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such a finding, this Agreement shall remain in full force and effect, and the illegal or unenforceable provision shall be deemed stricken.

Section 11.04 This Agreement and obligations required hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma. Headings used in this Agreement are for reference purposes only and shall not be deemed a substantive part of this Agreement.

Section 11.05 Licensee agrees that Software and Equipment may gather times, locations, user data, and Event Data when the Equipment and Software is used and that these data and the data downloaded by the Equipment and processed by the Software or data otherwise obtained by the Licensee and transmitted the Synercon Server may be used by the Licensor, at its discretion, for the purposes of quality of service, Data Analytics, data aggregation, product improvement, research, development, and monetization, provided all privacy laws, procedures and policies applicable to the Licensor are followed.

Section 11.06 Neither party shall be liable for delays in performance or non-performance under this Agreement caused by such events as fires, power failures or surges, network outages, strikes, riots, war, governmental regulation, failure of third parties, acts of God, or, without limiting the generality of the foregoing, causes beyond the parties' control.

Section 11.07 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and it shall not be modified in any respect, except in writing executed by all parties.

Section 11.08 Licensee agrees to obtain permission from the owner, lessor, their legal representative or authorized agent, of the vehicle or engine that the Equipment and/or Software is used to download data from a vehicle. In lieu of the aforementioned permission, written legal compulsion, in the form of a subpoena, warrant, or court order is required prior to interpreting the data with the Software. Permission is not required if the data is used only for research or teaching and will not be used to support legal actions.