

## END USER LICENSE AGREEMENT

Last updated on May 23, 2023

[MyTruckBoard] (Application) is licensed to you (“End-User”, “You” and “Your”) by My Truck Board Inc., a Texas corporation (“My Truck Board”) with a mailing address of at 3845 Cypress Creek Parkway, suite 350 PMB 1008, Houston, Texas 77068 (Licensor), for use only hereunder the term of this End User License Agreement (“Agreement”). The End-User and the Licensor may be referred to individually as “Party” and collectively as “Parties.”

By downloading the Application, and any update thereto, as permitted by this Agreement, You indicate that You agree to be bound by all of the terms and conditions of this Agreement, and that You accept this Agreement.

All rights not expressly granted to You are reserved.

### ARTICLE 1: THE APPLICATION

[MyTruckBoard] (Application) is a piece of software created to manage transportation company operations. It is used to manage loads, documents, payroll, compliance, invoicing, accounting, etc.

### ARTICLE 2: SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Application on Products that You own or control and as permitted by the Usage Rules set forth in this section, with the exception that such licensed Application may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

2.2 This Agreement will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

2.3 You may not share or make the Application available to third parties, sell, rent, lend, lease, or otherwise redistribute the Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with My Truck Board’s prior written consent).

2.5 You may not copy (excluding when expressly authorized by this Agreement and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this Agreement, and any other terms of conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing and this Agreement.

2.8 Nothing in this Agreement should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

#### ARTICLE 3: TECHNICAL REQUIREMENTS

3.1 The Applications requires a firmware version of 1.0.0 or higher. Licensor recommends using the latest version of the firmware.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

#### ARTICLE 4: MAINTENANCE AND SUPPORT

4.1 The Licensor is solely responsible for providing any maintenance and support service for this licensed Application. You can reach the Licensor at the email addressed listed in this licensed Application.

4.2 My Truck Board and the End-User acknowledge that no third-party has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

#### ARTICLE 5: USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy: [<https://mytruckboard.com/wp-content/uploads/2023/07/MY-Truck-Board-INC-Privacy-Policy.pdf>].

#### ARTICLE 6: USER GENERATE CONTRIBUTIONS

The Application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (Contributions). Contributions may be viewable by other users of the Application and through third-party websites or applications.

As such, any contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third-party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and this Agreement.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Application and this Agreement.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable, as determined by Licensor.
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third-party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of this Agreement, or any applicable law of regulation.

Any use of the Applications in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of your rights to use the Application.

#### ARTICLE 7: CONTRIBUTION LICENSE

By posting your Contributions to any part of the Application or making Contributions accessible to the Application by linking your account from the Application to any of your social network accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of,

or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This Agreement will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, tradenames, logos, and personal and commercial images you provide. You will waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Application. You are solely responsible for your Contributions to the Application, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding Your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations in the Application; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

#### ARTICLE 8: LIABILITY

8.1 Licensor's responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

8.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Agreement. To avoid data loss, You are required to make use of backup functions of the Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You will not have access to licensed Application.

#### ARTICLE 9: WARRANTY

9.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

9.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself

or by third parties, or if there are any other reasons outside of My Truck Board sphere of influence that affect the executability of the Application.

9.3 You are required to inspect the Application immediately after installing it and notify My Truck Board about issues discovered without delay by e-mail provided in Product Claims. The defect report will be taken into consideration and further investigated if it has been mailed within a period of thirty (30) days after discovery.

9.4 If we confirm that the Application is defective, My Truck Board reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

#### ARTICLE 10: PRODUCT CLAIMS

My Truck Board and the End-User acknowledge that My Truck Board is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

#### ARTICLE 11: LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that You are not listed on any U.S. Government list of prohibited or restricted parties.

#### ARTICLE 12: CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

My Truck Board Inc.  
3845 Cypress Creek Parkway  
Suite 350 PMB 1008  
Houston, Texas 77068

(832)281-1048  
Support@MyTruckBoard.com

#### ARTICLE 13: TERMINATION

The license is valid until terminated by My Truck Board or by You. Your rights under this license will terminate automatically and without notice from My Truck Board if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

#### ARTICLE 14: THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

My Truck Board represents and warrants that My Truck Board will comply with applicable third-party terms of agreement when using licensed Application.

#### ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS

My Truck Board and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, My Truck Board, will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

#### ARTICLE 16: MISCELLANEOUS

16.1 This license agreement is governed by the laws of the State of Texas excluding its conflicts of law rules.

16.2 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

16.3 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.