



## U.S. TAXI SYSTEMS TERMS AND CONDITIONS

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These U.S. Taxi Systems Terms and Conditions (these “**Terms and Conditions**”) set forth the terms, conditions and agreements governing your (defined below) access to, use of, and/or possession of equipment, hardware, software and/or services provided by or on behalf of Curb Mobility, LLC (“**CML**”) pursuant to or in connection with any Order Form (defined below). By executing an Order Form, or otherwise accessing or using any Solutions (defined below), you (defined below) agree to be bound by these Terms and Conditions. If any provision of an Order Form conflicts with any provision of these Terms and Conditions, then these Terms and Conditions shall govern unless expressly stated otherwise in these Terms and Conditions or in the Order Form.

### 1. Definitions.

- 1.1. “**ACH**” means an Automated Clearing House transaction.
- 1.2. “**ACH Fee**” means the percentage and/or amount designated as the “ACH Fee” in the Order Form.
- 1.3. “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, controls, is under the control of, or is under common control, with such specified person or entity.
- 1.4. “**Agreement**” means, collectively, the Order Form and these Terms and Conditions.
- 1.5. “**Applicable Law**” means applicable law or regulation, applicable court or arbitral order binding on the relevant party, or applicable payment network (e.g., Visa, Master Card, American Express, etc.) rules or requirements.
- 1.6. “**CML Equipment**” means any hardware, software or other tangible items included in any Solution or otherwise comprising or used to provide you, your Affiliates, your drivers, or any Taxi with access to or use of any Solution.
- 1.7. “**CML Indemnitees**” means CML and each of its Affiliates, and its and their respective managers, directors, officers, employees, agents, representatives, and contract partners.
- 1.8. “**Claim**” means any lawsuit, litigation, claim, allegation, action, citation, summons, or legal, regulatory, or administrative proceeding.
- 1.9. “**Confidential Information**” has the meaning ascribed thereto in Section 14.1 below.
- 1.10. “**Connected Taxi**” means each Taxi (i) that is connected to, or active on, your instance of Way2Cloud, (ii) that is equipped with a DASH Device, or (iii) for which CML has provided a DASH Device.
- 1.11. “**Connected Taxi Fee**” means the percentage and/or amount designated as the “Connected Taxi Fee” in the Order Form.
- 1.1. “**Connectivity**” has the meaning ascribed thereto in Section 7 below.
- 1.2. “**Current Taxi**” means each Taxi as of the Effective Date.
- 1.3. “**DASH Device**” means a mobile computing device (i.e., smartphone or tablet computer) approved by CML for use with its DASH™ software applications.
- 1.4. “**DASH Kit**” means and includes (i) a DASH Device loaded with the applicable DASH software application(s), (ii) (subject to payment of the Wireless Data Fee) wireless data connectivity (up to one (1) gigabyte per month) as necessary to facilitate the use of the DASH software installed on the DASH Device included in such DASH Kit, and (iii) wires and mounting brackets as necessary for CML standard in-vehicle installation.
- 1.5. “**DASH Kit Lease Fee**” has the meaning ascribed thereto in the Order Form.
- 1.6. “**DASH Kit Purchase Price**” has the meaning ascribed thereto in the Order Form.
- 1.7. “**DASH Software Fee**” means the percentage and/or amount designated as the “DASH Software Fee” in the Order Form.
- 1.8. “**Dispute**” means any dispute, claim, or controversy between or among you or any of your Affiliates and CML or any of its Affiliates arising out of or relating in any way to the Agreement or the Solutions, or the interpretation, application, enforcement, breach, termination, or validity of the Agreement (including any claim of inducement of the Agreement by fraud, and including determination of the scope or applicability of the agreement to arbitrate contained in these Terms and Conditions), or the subject matter of the Agreement.
- 1.9. “**Effective Date**” means the “Effective Date” set forth in the Order Form.
- 1.10. “**Ehail Platform**” means any technology or software platform or application (including CML’s “Curb®” mobile app) that is owned, operated, or authorized by CML to enable users thereof to remotely hail, book, summon, and/or hire, or otherwise arrange for a ride in, and/or pay for services provided in or by, taxicabs and/or other for-hire vehicles.
- 1.11. “**Electronic Payment**” means payment by credit card, debit card, or other non-cash means.
- 1.12. “**Hardware**” means all hardware or equipment, and components thereof, included in any Hardware Kit provided hereunder.
- 1.13. “**Hardware Kit**” means a Payment Kit or a DASH Kit, as applicable.
- 1.14. “**In-Taxi Payment**” means any Electronic Payment accepted, made, and/or processed using any Payment System (other than the Ehail Platform) provided in or for any Taxi.
- 1.15. “**In-Taxi Transaction Fee**” means the percentage and/or amount designated as the “In-Taxi Transaction Fee” in the Order Form.
- 1.16. “**Initial Term**” means the time period designated as the “Initial Term” in the Order Form, which Initial Term shall commence on the Effective Date unless otherwise set forth in the Order Form.



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- 1.17. **“Leased DASH Kit”** means a DASH Kit provided by CML for use in any Taxi other than any DASH Kit so-provided pursuant to a purchase order submitted in accordance with Section 4.6.
- 1.18. **“Leased Payment Kit”** means a Payment Kit provided by CML for use in any Taxi other than any Payment Kit so-provided pursuant to a purchase order submitted in accordance with Section 3.7.
- 1.19. **“Losses”** means any damages, judgments, awards, monetary penalties, fines, fees, costs, or expenses (including court or arbitration costs and reasonable attorneys’ or experts’ fees).
- 1.20. **“Office Equipment”** means the computing equipment and hardware, and internet/network connectivity, specified by CML from time to time for your access to or use of Way2Cloud.
- 1.21. **“Order Form”** means a CML-provided order form or similar document that (i) expressly states that it is governed by these Terms and Conditions, (ii) specifies the Solutions to be provided by CML to you and the amounts payable by you for such Products, and (iii) is duly executed by each of you and CML.
- 1.22. **“Order Date”** means, as applicable, the Effective Date or the date of issuance of the relevant purchase order.
- 1.23. **“Overpayment”** means any amount paid or transferred by or on behalf of CML or its Affiliates or contract partners to you, your Affiliates, any Taxi driver, or any agent or designee of you or your Affiliates, which is in excess of Transaction Proceeds or other amounts actually due and payable to you pursuant to the Agreement. For the avoidance of doubt, Overpayments include any Transaction Proceeds paid to you as a result of a Payment that is subsequently reversed or charged back, or that CML does not receive payment of from the applicable payment processor.
- 1.24. **“Payment”** means an In-Taxi Payment or a Platform Payment, as applicable.
- 1.25. **“Payment Equipment”** means equipment constituting part of a Payment System and used for the accepting, making, and/or processing of Electronic Payments.
- 1.26. **“Payment Kit”** means and includes (i) a point-of-sale payment terminal, and (ii) wires and mounting brackets as necessary for CML standard in-vehicle installation of such payment terminal.
- 1.27. **“Payment Kit Lease Fee”** has the meaning ascribed thereto in the Order Form.
- 1.28. **“Payment Kit Purchase Price”** has the meaning ascribed thereto in the Order Form.
- 1.29. **“Payment System”** means equipment, hardware, software, systems, or methods for the making, accepting, and/or processing of Electronic Payments.
- 1.30. **“Permitted Persons”** has the meaning ascribed thereto in Section 14.2 below.
- 1.31. **“Platform Payment”** means an Electronic Payment for services provided in or by a Taxi that is accepted, made, and/or processed via the Ehaul Platform.
- 1.32. **“Platform Transaction Fee”** means the percentage and/or amount designated as the “Platform Transaction Fee” in the Order Form.
- 1.33. **“Prior Equipment”** means payment terminals or other hardware or equipment provided by CML (or its predecessor, VeriFone, Inc.) to or for you, any of your Affiliates or predecessors, or any Taxi pursuant to a prior agreement between CML (or its predecessor, VeriFone, Inc.) and you or your Affiliates (or any predecessor-in-interest to you or any of them).
- 1.34. **“Proprietary Materials”** means proprietary electronics, software and/or technical information contained in or related to any CML Equipment.
- 1.35. **“Renewal Term”** has the meaning set forth in Section 2 below.
- 1.36. **“Solutions”** means any goods or services provided by CML to or for you, your Affiliates, or any Taxi pursuant to or in connection with the Agreement.
- 1.37. **“Taxi”** means each taxicab or other for-hire vehicle that you or any of your Affiliates own, control, operate, manage, dispatch, or administer.
- 1.38. **“Term”** means, collectively, the Initial Term and each Renewal Term.
- 1.39. **“Terms and Conditions”** means these U.S. Taxi Systems Terms and Conditions.
- 1.40. **“Territory”** means the city or metropolitan area in the United States in which your Taxi(s) primarily operate(s).
- 1.41. **“Transaction Fee”** means an In-Taxi Transaction Fee or a Platform Transaction Fee, as applicable.
- 1.42. **“Transaction Proceeds”** means, for each Payment, the amount of such Payment less any Transaction Fees or other amounts actually deducted by CML pursuant to the Agreement or Applicable Law.
- 1.43. **“Warranty Period”** means, (i) with respect to Hardware ordered for purchase by you, ninety (90) days from the date of delivery of such Hardware, and, (ii) with respect to any other Hardware, the duration of the Term so long as you are in complete compliance with the Agreement.
- 1.44. **“Way2Cloud”** means the proprietary internet-based dispatch system of CML or its Affiliates.
- 1.45. **“Way2Cloud Service Fees”** has the meaning ascribed thereto in the Order Form.
- 1.46. **“WiFi Hub”** has the meaning ascribed thereto in Section 7 below.
- 1.47. **“Wireless Data Fee”** has the meaning ascribed thereto in the Order Form.



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1.48. “You” and “your” means the person or entity that has placed an order for a Solution or Solutions by executing the Order Form.

**2. Agreement Term.** The Agreement shall take effect as of the Effective Date and shall remain in effect for the duration of the Initial Term. Upon the expiration of the Initial Term or any Renewal Term, the Agreement shall automatically renew for a two- (2-) year period (each such renewal period, a “Renewal Term”) unless (i) either you or CML gives the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, or (ii) otherwise stated in the Order Form. Notwithstanding the foregoing, the Agreement may be terminated prior to its expiration as may be expressly provided elsewhere in the Agreement.

**3. Payment System.** If the Solutions include CML’s Payment System or Payment Equipment, then this Section 3 shall apply.

3.1. Payments Exclusivity; Grant of Rights. You hereby grant to CML the exclusive right to: (i) provide Payment Systems in and/or for each Taxi and/or any services provided in or by any such Taxi; and (ii) use the interior space of each Taxi for the purpose of attaching and/or maintaining Payment Equipment. You covenant and agree not to enter into any other agreement, either directly or indirectly (e.g., through any of your Affiliates), that permits or authorizes any party (other than CML) to, directly or indirectly, provide any Payment System or Payment Equipment in, for, or with respect to any of the Taxis or any services provided therein or thereby.

3.2. Transaction Fee. For each In-Taxi Payment, you shall pay CML the In-Taxi Transaction Fee. For each Platform Payment, you shall pay CML the Platform Transaction Fee. You acknowledge and agree that CML is entitled to deduct and collect the Transaction Fee and any other amounts payable under the Agreement, as well any amounts required to be deducted by Applicable Law, from each Payment, and retain such Transaction Fee or other amounts for CML’s own account. Subject to Applicable Law, CML may adjust any Transaction Fee at any time by providing you no less than ten (10) business days’ prior notice of such adjustment.

3.3. Payment of Transaction Proceeds. If each of the forms required by CML to enable electronic funds transfer are timely completed and delivered to CML, then you (or, if designated by you or required by Applicable Law, the Taxi drivers) will receive payment of Transaction Proceeds, within three (3) business days of CML’s receipt of such amounts from the applicable card payment network; *provided, however*, if on the Order Form you have elected next day payment of Transaction Proceeds, then, for each Payment, (i) payment to you by ACH of estimated Transaction Proceeds for each such Payment shall be initiated by CML on the next business day following the date of such Payment, and, (ii) for each such Payment for which payment by ACH of Transaction Proceeds is initiated by CML on the next business day, you shall pay CML the ACH Fee, which amount may be deducted by CML from Transaction Proceeds due and payable to you hereunder.

3.4. Merchant of Record. With respect to all Payments, CML will act as merchant of record; *provided* that, for the avoidance of doubt, you acknowledge and agree that CML is only a provider of technology and services for the facilitation of Electronic Payments and is not the actual merchant who is accepting payment for the transaction of business with consumers. As merchant of record, CML will manage the process regarding disputed Payments, but you and the applicable driver will be solely responsible for chargebacks and any related fees or charges unless such chargeback is solely a result of a failure of CML’s Payment Systems. If any Payment is reversed or charged back, or CML does not receive payment for such Payment, then CML shall be entitled to reverse any payment of related Transaction Proceeds.

3.5. Overpayments. You covenant and agree that if you, any of your Affiliates, any Taxi driver, or any agent or designee or you or your Affiliates receives an Overpayment, then you shall immediately notify CML thereof and return the full amount of such Overpayment to CML. If you fail to return the full amount of any Overpayment to CML within five (5) business days of becoming aware thereof, then you will pay CML interest on such Overpayment at the rate of 18% per annum or the maximum rate allowed by Applicable Law (whichever is less) from the date of such Overpayment until the date it is returned to CML. Further, you shall indemnify and reimburse CML for any Losses incurred by any CML Indemnitees in connection with collection actions taken to recover any Overpayment.

3.6. CML-Provided Payment Equipment. If CML is providing you with Payment Equipment, then CML will use commercially reasonable efforts to provide you with a Payment Kit for each Taxi as soon as practicable after the Effective Date. Promptly upon being notified that a Payment Kit has been made available for a Taxi (and in no event more than ten (10) business days after receipt of such Payment Kit), you shall cause such Payment Kit to be installed in a Taxi by a CML-authorized installer. You agree to pay CML, for each month of the Term for each Taxi equipped with a Leased Payment Kit during such month, the Payment Kit Lease Fee.

3.7. Purchase of Payment Equipment. If you and CML have agreed that you will purchase Payment Equipment for your Taxi(s), then, (i) the Order Form shall serve as your irrevocable purchase order for a Payment Kit for each Current Taxi, and, (ii) for any vehicle that becomes a Taxi after the Effective Date, you shall issue to CML an irrevocable purchase order for a Payment Kit for such new Taxi within five (5) business days of the date such vehicle becomes a Taxi. The purchase price for each Payment Kit shall be the Payment Kit Purchase Price plus applicable VAT, which amount shall become due and payable immediately upon the applicable Order Date. Additionally, each such order or purchase is subject to Section 9 below.

**4. DASH™.** If the Solutions include DASH software or DASH Devices, then this Section 4 shall apply.

4.1. DASH Software. CML will provide you with access to and use of its DASH software application(s) that enable users of DASH Device(s) running such DASH software application(s) to receive and respond to trip requests and communications generated from Way2Cloud or the Ehaul Platform, and interact with CML Payment Equipment installed in the relevant Taxi(s). For so long as you are not in breach of the Agreement, Curb will make any publicly and generally available updates to any such DASH software available to you at no additional charge. You acknowledge and agree that your and your Taxi drivers’ use of any DASH software application(s) is subject to the terms and conditions of use of such DASH software application(s) as well as the terms and conditions of the Agreement.



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4.2. Digital Taximeter. If the Solutions include CML's digital taximeter, then the DASH software loaded onto the DASH Device(s) by CML will include CML's digital taximeter, which digital taximeter can be utilized by the user of the DASH Device(s) to calculate the metered fare for ground transportation services provided in the relevant Taxi(s).

4.3. DASH Software Fees. In consideration of CML providing you with access to and use of the DASH software, you shall pay CML the DASH Software Fees.

4.4. CML-Provided DASH Devices. If CML is providing you with DASH Devices, then CML will use commercially reasonable efforts to provide you with a DASH Device for each Taxi as soon as practicable after the Effective Date. Promptly upon being notified that a DASH Device has been made available for a Taxi (and in no event more than ten (10) business days after receipt of such DASH Device), you shall cause such DASH Device to be installed in a Taxi by a CML-authorized installer. You agree to pay CML, for each month of the Term for each Taxi equipped with a Leased DASH Kit during such month, the DASH Kit Lease Fee.

4.5. Your DASH Devices. If you are using DASH Devices that you have obtained or will obtain from a party other than CML, then, at your sole cost and expense, (i) you shall deliver a DASH Device for each Current Taxi to CML within five (5) business days of the Effective Date, and, (ii) you shall deliver a DASH Device for any vehicle that becomes a Taxi after the Effective Date to CML within five (5) business days of the date such vehicle becomes a Taxi. Within ten (10) business days of its receipt of any such DASH Device(s), CML shall load each such DASH Device with its applicable DASH software application(s) and make such DASH Device(s) available for you to pick up at a designated CML facility. You agree to use your best efforts to cause each such DASH Device to be installed in a Taxi within ten (10) business days of CML making such DASH Device available for you to pick up. In addition, you acknowledge and agree that you are solely responsible for ensuring that any DASH Device you provide has sufficient wireless data connectivity to facilitate the use of the DASH software installed thereon.

4.6. Purchase of DASH Devices. If you and CML have agreed that you will purchase DASH Devices for your Taxi(s) from CML, then, (i) the Order Form shall serve as your irrevocable purchase order for a DASH Kit for each Current Taxi and, (ii) for any vehicle that becomes a Taxi after the Effective Date, you shall issue to CML an irrevocable purchase order for a DASH Kit for such new Taxi within five (5) business days of the date such vehicle becomes a Taxi. The purchase price for each DASH Kit shall be the DASH Kit Purchase Price plus applicable sales tax, which amount shall be become immediately due and payable on the applicable Order Date. Additionally, each such order or purchase is subject to Section 9 below. Further, upon purchasing a DASH Kit, you covenant and agree to pay to CML, for each month of the Term following the purchase of such DASH Kit, the Wireless Data Fee; provided that data use in excess of one (1) gigabyte per month on any purchased DASH Device will incur additional wireless data fees.

5. **Way2Cloud™**. If the Solutions include Way2Cloud, then this Section 5 shall apply.

5.1. Primary Dispatch System. You covenant and agree to use Way2Cloud as your primary system of dispatching and coordinating the operation of the Taxis.

5.2. Way2Cloud Fees. In consideration of CML providing you with access to and use of Way2Cloud, for each calendar month of the Term following the third (3rd) full calendar month of the Initial Term, you shall pay Curb, regardless of how often any Connected Taxi utilizes Way2Cloud during any such month, (i) for each Connected Taxi, the Connected Taxi Fee, and (ii) the other Way2Cloud Service Fees.

5.3. Office Equipment. You acknowledge and agree that, for you to utilize Way2Cloud, you must, and are solely responsible to, obtain, set up and maintain the Office Equipment.

5.4. Technical Support. During the Term, CML will provide you with around-the-clock technical support for Way2Cloud via internet or telephone.

6. **Ehail Platform**. You consent and agree to the Taxi(s) being included in, and being made available for hiring by the users of, the Ehail Platform. For each trip booked or arranged via the Ehail Platform that is accepted and/or performed by a Taxi, CML may charge you, and you agree to pay CML (and that CML may collect and retain from Transaction Proceeds), a referral fee; provided that CML will notify you of the amount and effective date of any such referral fee at least one (1) business day prior to such referral fee going into effect.

7. **WiFi Hub**. You consent and agree that CML, in its sole discretion, may include in, or at any time during the Term add to, any Hardware Kit a wireless internet router (a "WiFi Hub") intended to provide your Taxi drivers and/or passengers with wireless internet connectivity while in the Taxi ("Connectivity"). If CML includes or adds a WiFi Hub to any Hardware Kit, then you covenant and agree as follows: (i) each WiFi Hub is and at all times shall remain the property of CML and must be returned to CML upon the expiration or termination of the Agreement or CML's earlier demand, even if you have purchased the relevant Hardware Kit; (ii) if you choose to use, or allow any Taxi driver or passenger or other person to use, the Connectivity, then CML may charge you, and you agree to pay to CML, any fee or charge for such use that CML has notified you of at least five (5) business days in advance; (iii) you will not use, or allow any Taxi driver or passenger or other person to use, Connectivity from outside of the Taxi for which the applicable WiFi Hub has been provided; (iv) the Connectivity is intended solely for the personal use of your Taxi drivers and passengers while in the Taxi and for no other purpose; (v) CML or its wireless data provider may limit or disconnect the Connectivity at any time for any reason as it deems appropriate with or without notice to you; (vi) CML and its wireless data provider(s) have no responsibility whatsoever for any data, software, information, messages, content, or services that may be downloaded, accessed, viewed, received, interacted with, or used by any person via the Connectivity, including, without limitation, any viruses or other malicious software that may be downloaded or accessed by you, any Taxi driver or passenger, or any other person; (vii) you will not, and you will not permit any Taxi driver or passenger, or any other person, to use Connectivity to (A) upload, download, access, use, or activate any virus, any other malicious software, any content that infringes the rights of any person or entity, or any illegal or inappropriate content, or (B) engage in any illegal or



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malicious activity; and (vii) you will indemnify and defend the CML Indemnitees, and hold each of them harmless, from and against any Claims or Losses suffered or incurred by any of them as a result of the use of the Connectivity by you, any Taxi driver or passenger, or any other person.

**8. Billing and Payment.** You will pay CML the amounts due under the Agreement as set forth in the Order Form or these Terms and Conditions. The stated prices, fees, charges, and other amounts payable for any of the Solutions do not include any excise, sales, use, value-added, or other taxes, and therefore are subject to increase in the amount of any such taxes (excluding any tax on CML's net income) that CML may be required to collect or pay as a result of the payment thereof. Any amount that is not paid by you when due shall incur a late fee calculated at the rate of eighteen percent (18%) per annum or the maximum rate permitted by Applicable Law, whichever is less. Unless otherwise set forth elsewhere in the Agreement: (i) on a monthly basis, CML will provide you with an invoice for any amounts due and payable by you to CML hereunder; (ii) CML will distribute such monthly invoices to you via email; and (iii) five (5) days or more following the date of each invoice, the amount of such invoice shall be debited from your designated bank account. You shall keep CML apprised of any changes in your primary email address or the appropriate account for debiting. If CML is unable to successfully debit your account, then you will be charged, and you agree to pay, an insufficient funds fee of twenty-five dollars (\$25.00). If you fail to pay any amount when due, or if for any other reason CML is not satisfied with your creditworthiness, then, in addition to (and without prejudice of) any other rights and remedies available to CML at law, in equity, under contract (including without limitation, the Agreement), or otherwise, CML will be entitled to withhold the provision of any Solutions until you reestablish your creditworthiness to CML's reasonable satisfaction.

**9. Hardware Kit Purchase Terms.** Notwithstanding any provision of these Terms and Conditions to the contrary, CML may adjust the purchase price of any Hardware Kit at any time upon notice. CML shall use commercially reasonable efforts to deliver Hardware Kits requested in the Order Form or any subsequent purchase order to you within ten (10) business days of CML's receipt and acceptance of such order; *provided, however*, that (i) nothing in the Agreement shall be construed as requiring CML to deliver more than one hundred (100) Hardware Kits in any thirty- (30-) day period, and, (ii) if any component of any Hardware Kit becomes unavailable or is discontinued, then CML may substitute other equipment of substantially similar functionality for the unavailable or discontinued component. For the avoidance of doubt, if any Hardware Kit is delivered to you prior to your full payment of the applicable purchase price, then you understand and agree that you remain obligated to pay the full purchase price for such Hardware Kit, and that CML's delivery thereof does not waive or ameliorate your obligation to make payment in full for such Hardware Kit. Further to the foregoing, if CML has agreed to allow you to pay the purchase price of any Hardware Kit in installments, then neither ownership of nor title to such Hardware Kit or any component thereof shall pass to you unless and until all installments plus applicable taxes have been paid in full; *provided, further*, that you understand and agree that your failure to make timely payment of all such installments may result in your forfeiture of any payments made and not receiving ownership of the relevant Hardware. No terms or conditions set forth on a purchase order submitted by you will have any force or effect whatsoever, or otherwise amend, supplement, or modify the Agreement. In addition, any purchase order submitted by you shall not be binding on CML unless and until CML has accepted such purchase order by written acknowledgment or by shipment of the goods applicable to such purchase order. You understand and agree that purchase orders may not be revoked, rescinded, or cancelled without CML's prior written consent. Risk of loss with respect to any Hardware Kit or any component thereof shall pass from CML to you upon delivery of such Hardware Kit or component to you or your agent or designee. Notwithstanding any other provision of the Agreement to the contrary, title to and ownership of each Hardware Kit and its components shall pass from CML to you only upon (i) your payment to CML of the full purchase price with respect to each such Hardware Kit, and (ii) CML's delivery of such Hardware Kit to you. Until such time as title passes from CML to you in accordance with the foregoing sentence, each Hardware Kit and its components, and all ownership rights with respect thereto, shall remain the sole property of CML.

### **10. Prior Equipment; Hardware Maintenance; Malfunctioning Hardware.**

10.1. **Prior Equipment.** You understand and agree that (i) any Prior Equipment installed in the Taxi(s) was, is, and shall remain the property of CML unless otherwise expressly agreed in writing by CML, and (ii) CML may elect to utilize any such Prior Equipment to provide Solutions under the Agreement as it deems appropriate.

10.2. **Hardware Maintenance.** Subject to the malfunctioning Hardware terms set forth in Section 10.3 below, you shall be responsible for the maintenance and upkeep of the Hardware; *provided* that you understand and agree that diagnosis and repair of Hardware may only be performed by Curb-authorized technicians.

10.3. **Malfunctioning Hardware.** If during the Term any Hardware malfunctions, you shall notify CML of such malfunction as soon as practicable thereafter and cooperate in good faith with CML to discover the cause of such malfunction. If CML, in its reasonable discretion, determines that any such malfunctioning Hardware has a manufacturing defect, then, if such malfunction occurred during the applicable Warranty Period, CML shall replace such Hardware at its cost. If such malfunction is not the result of a manufacturing defect, or such malfunction, no matter the reason, occurs after the expiration of the applicable Warranty Period, then you shall pay CML a damaged equipment fee equal to CML's then current list price for the effected Hardware, and, following payment, Curb shall replace such Hardware at its cost.

### **11. Ownership of CML Equipment; Intellectual Property Rights.**

11.1. **Ownership.** You acknowledge that the CML Equipment contain Proprietary Materials owned by CML or its licensor(s), and that ownership of all patents, copyrights, mask work rights, trademarks, trade names, and other intellectual property rights relating to or residing in the CML Equipment and the Proprietary Materials shall remain with CML and its licensor(s). You shall not reverse engineer, decompile, disassemble, translate, copy, modify, alter, or otherwise change any CML Equipment, or any part or component thereof, without the prior express written consent of CML, and you shall promptly notify CML of any actual or threatened misappropriation or infringement of CML's or its licensors'

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proprietary rights that comes to your attention. Furthermore, other than to the extent title to any Hardware has passed from CML to you in accordance with these Terms and Conditions, all CML Equipment shall at all times remain the property of CML, even if installed in any Taxi.

11.2. Software License. You acknowledge and agree that CML and its licensor(s) own all rights (including, without limitation, all copyrights) in any and all software, source code, and object code embedded, included or otherwise provided in or for any Hardware, and any other software provided by CML at any time (whether contained in Hardware, provided on a diskette or other media, downloaded remotely, made available via the internet, or otherwise transferred), and in any documentation provided by CML at any time. The terms “sell” and “purchase,” and similar terms, as used in the Agreement with respect to any such software and/or documentation, shall mean the grant to you of a non-exclusive, non-transferable, limited license to use such software (in object code form only) and documentation together with the Solutions for use in the Territory for the sole purpose of enabling you to utilize such goods and services as intended, subject to the provisions in any separate license agreement or other document relating to such software and/or documentation that is supplied by CML to you. You have no right to market, distribute, or otherwise transfer such software and/or documentation or any part or component thereof.

11.3. Trademarks. You shall not remove from the Hardware or other Solutions (or their packaging or documentation), or alter, any of CML’s trademarks, trade names, logos, patents, or copyright notices, or other notices or markings, or add any other notices or markings to the Hardware or other Solutions (or their packaging or documentation), without the prior express written consent of CML. CML hereby grants you a non-exclusive, non-transferable, limited license to use CML’s trademarks relating to the Solutions during the Term in the Territory; provided, however, that (i) you shall use such marks only in connection with advertising or promotion of the Solutions to denote their origin, (ii) you shall clearly designate that such marks are owned by CML, and (iii) you shall otherwise comply with CML’s then-current policies for use of its marks. Any use of CML’s trademarks by you (i) shall be in capital letters, (ii) if they are registered in the United States Patent and Trademark Office, shall be accompanied by the “®” symbol, (iii) if they are not registered in the United States Patent and Trademark Office, shall be accompanied by the “™” symbol, and (iv) shall be followed by a common descriptive name for the relevant Solutions. You have not acquired, and shall not acquire, by virtue of the foregoing license or any other provision of the Agreement, any right, title, or interest in CML’s trademarks; and you shall not contest or otherwise challenge the right, title, or interest of CML in its trademarks or the registration thereof. Your use of CML’s trademarks shall accrue to the benefit of CML.

11.4. Access to Taxis. You will provide CML with the vehicle identifier and any other information reasonably requested by CML relating to any Taxi in or on which Hardware is or may be installed, or for which CML may otherwise provide Solutions, pursuant to the Agreement. You will allow CML access to each Taxi during business hours for installation, repair, maintenance, or removal of Hardware, including, without limitation, to change out or repair any content contained on any Hardware. You shall produce and make available any Taxi promptly upon request by CML for any such purpose, but in any event, during a period of time not to exceed two (2) business days following such request. You shall cooperate with, and provide assistance to, CML in installing, repairing, maintaining, or removing Hardware at the reasonable request of CML at no charge to CML.

11.5. Taxi Sale or Transfer. If the ownership or control of any Taxi equipped with CML-owned Hardware will be sold, transferred, or conveyed, or if any such Taxi will otherwise cease to be a Taxi, then you will promptly notify CML prior to any such sale, transfer, conveyance, or cessation takes effect so that CML may remove any Hardware in or on such Taxi. If you fail to notify CML as required by the previous sentence, and CML is unable to obtain the Hardware contained in such Taxi, or such Hardware is damaged when CML does obtain it, then you shall pay CML, upon demand, CML’s then-current replacement costs for such Hardware.

11.6. Damage. You must notify CML in writing of any Hardware being lost, stolen, damaged, or malfunctioning within one (1) business day thereof. If any Hardware is lost, stolen, or damaged while in your possession or control (including, for the avoidance of doubt, while installed in, or in use by or for, any Taxi), then you will pay CML, upon demand, CML’s then-current replacement costs for such Hardware.

11.7. Removal and Return of Hardware. Notwithstanding any other provision of the Agreement to the contrary, (i) upon expiration or termination of the Agreement for any reason, you shall, within ten (10) business days following such termination or expiration, return all Hardware to CML, (ii) upon any vehicle in which Hardware has been installed ceasing to be a Taxi, or any Taxi otherwise being removed from service (other than for routine downtime), you shall, within ten (10) business days following such cessation of management or control or removal from service, return all Hardware installed in and/or on any such vehicle to CML, and, (iii) if Hardware is otherwise removed from any Taxi, you shall, within ten (10) business days following any such removal, return such removed Hardware to CML. If you fail to timely return any Hardware as set forth in the foregoing sentence, CML shall be entitled to assess on and invoice you for, and you agree to pay to CML within thirty (30) days of invoice, a late return fee of one hundred dollars (\$100.00) per unit of unreturned Hardware for each seven- (7-) day period, or part thereof, that such Hardware remains unreturned. Additionally, the de-installation or removal of any Hardware from any Taxi, and the return of any such Hardware, shall be at your sole cost and expense and shall only be performed by a person or entity authorized by CML to perform such services.

## 12. Warranty Disclaimers; Limitation of Liability.

12.1. Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THE AGREEMENT, THE HARDWARE AND ANY OTHER SOLUTIONS ARE BEING PROVIDED TO YOU ON AN “AS IS” BASIS WITHOUT ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. YOU (i) ACKNOWLEDGE THAT, FROM TIME TO TIME, CML-PROVIDED PAYMENT SYSTEMS OR OTHER SOLUTIONS MAY EXPERIENCE DOWN TIME OR MAY BE TEMPORARILY UNABLE TO PROCESS ELECTRONIC PAYMENTS OR PERFORM OTHER FUNCTIONS FROM TIME TO TIME, AND (ii) AGREE THAT CML SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES RESULTING FROM SUCH DOWN TIME OR TEMPORARY INABILITY TO PROCESS ELECTRONIC PAYMENTS OR PERFORM OTHER FUNCTIONS.

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Long Island City, NY 11106



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12.2. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY: (i) CML'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SOLUTIONS, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO CML UNDER THE AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE INCIDENT UNDERLYING CML'S PURPORTED LIABILITY; AND (ii) CML SHALL NOT BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS), EVEN IF CURB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON CML'S LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE, OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY CML'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE FOREGOING STATES THE ENTIRE LIABILITY OF CML WITH REGARD TO THE AGREEMENT AND THE SOLUTIONS. THE LIMITATIONS OF LIABILITY CONTAINED IN THESE TERMS AND CONDITIONS ARE A FUNDAMENTAL PART OF THE BASIS OF CML'S BARGAIN HEREUNDER AND CML WOULD NOT ENTER INTO THE AGREEMENT ABSENT SUCH LIMITATIONS.

### 13. Default and Termination.

13.1. **Termination for Breach.** If CML or you fails to perform any of its material obligations hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from the other party, then the other party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party; *provided, further*, that, if CML withholds the provision of any Solutions as a result of your breach, such withholding of Solutions shall constitute notice to you of your failure to perform certain of your material obligations hereunder, and CML shall have the right thereafter to terminate this Agreement pursuant to this Section 13.1 without further notice to you and pursue any and all remedies that may be available to CML, whether under the Agreement, at law, or in equity.

13.2. **Termination for Insolvency.** CML may immediately terminate the Agreement by providing written notice to you if you file, or have filed against you, or you consent to the filing of, any petition under any bankruptcy or insolvency law of any jurisdiction, make an assignment for the benefit of your creditors, or consent to the appointment of a custodian, receiver, or similar official for any substantial part of your business or assets.

13.3. **Termination for Non-Viability.** If CML determines that any Solution is no longer viable, then CML may, in its sole discretion, terminate the Agreement with respect to such Solution by providing you with no less than ninety (90) days' prior written notice thereof.

13.4. **Effect of Expiration or Termination.** Upon expiration or termination of the Agreement, all licenses granted to you hereunder shall automatically terminate and you shall: (i) promptly return to CML all CML-owned Hardware in accordance with Section 11.7 above; and (ii) immediately delete and fully remove all DASH software applications, Way2Cloud, and any other software included in the Solutions from all of your computing devices, and immediately cease using or accessing such software. Outstanding payment obligations hereunder, and Sections 8, 9, 11, 12, 13.4, 14, 15, 16.5, 18, 19.4, 19.9, and 20, shall survive the expiration or termination of the Agreement; *provided, further*, that, without limiting the generality of the foregoing, other than exclusivity, all of your obligations hereunder shall survive any expiration or termination of the Agreement until CML has received all Hardware provided hereunder for which title thereto has not passed to you.

### 14. Confidentiality and Non-Disclosure.

14.1. **Confidential Information.** You acknowledge and agree that in the performance of the Agreement you may gain access to or may be exposed to, directly or indirectly, confidential information of CML ("**Confidential Information**"). CML's Confidential Information includes all data derived from or generated by your use of the Solutions, CML's marketing and business plans, and CML's business, financial, technical, operational, and other non-public information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes part of the public domain through no act or omission on the part of you, your Affiliates or your Permitted Persons; (ii) was possessed by you prior to the Effective Date without an obligation of confidentiality; or (iii) is disclosed to you by a third party having no obligation of confidentiality with respect thereto.

14.2. **Non-disclosure Obligation.** You acknowledge and agree that: (i) all Confidential Information shall remain CML's exclusive property; (ii) you shall not use Confidential Information for any purpose other than exercising your rights or performing your obligations under the Agreement; (iii) you shall not disclose Confidential Information to any third party except to your employees, officers, contractors, agents and service providers ("**Permitted Persons**") as necessary to perform under the Agreement, *provided* Permitted Persons are bound in writing to obligations of confidentiality and non-use no less protective than the terms hereof; and (iv) you shall return or destroy all Confidential Information upon the expiration or termination of the Agreement or at CML's request.

### 15. Data Privacy.

15.1. **Disclosure of Your Information.** Subject to Applicable Law, CML and its Affiliates may, but shall not be required to, provide to you, an actual or prospective Taxi passenger, an insurance company, and relevant authorities or regulatory agencies, any information (including personal information about you, any Taxi driver or any Taxi trip) if: (i) there is an accident or incident involving a Taxi; (ii) there is a complaint, dispute or conflict between or among you, a Taxi driver, and an actual or prospective Taxi passenger; (iii) it is necessary to enforce the terms of the Agreement; (iv) it is required, in CML's sole discretion, by Applicable Law (e.g., CML or its Affiliates receive a subpoena, warrant, or other legal process for information); or (v) it is necessary in CML's or any CML Affiliate's sole discretion.

15.2. **Access to Information.** Information provided by you and Taxi drivers and collected about you and Taxi drivers may be transferred or accessed by CML and its Affiliates around the world, including in jurisdictions that may have less protective privacy laws than your country. CML and its Affiliates located in the U.S. abide by the Safe Harbor frameworks set forth by the U.S. Department of Commerce regarding the collection,



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use, and retention of personal information collected by organizations in the European Economic Area and Switzerland. You expressly consent to CML's and its Affiliates' use of location-based services, and you expressly waive and release CML and its Affiliates from any and all liability, claims, causes of action, or damages arising from your or your Affiliates' or Taxi drivers' use of the Solutions, or in any way relating to the use of the geo-location and other location-based services.

15.3. Collection of Personal Data. CML and its Affiliates may collect personal data of you, your Permitted Persons, and your Taxi drivers during the course of your application for, and/or use of, the Solutions, which information may be stored, processed, and accessed by CML and its Affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with CML's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

**16. Insurance; Indemnification.**

16.1. Liability Insurance. You represent, warrant, covenant, and agree that each Taxi will be, at all times during the Term, covered by and subject to a duly issued and effective liability insurance policy that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a public vehicle for-hire within the Territory. This coverage must also include any no-fault coverage required by law or regulation in the Territory that may not be waived by an insured. You agree to provide CML, upon CML's request, a copy of the insurance policy, policy declarations, proof of insurance identification card, and proof of premium payment for the insurance policy required in this Section 16.1. Furthermore, you must provide CML with written notice of cancellation of any insurance policy required hereunder. CML does not have any right to control your selection or maintenance of your insurance policy.

16.2. permitted by Applicable Law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by Applicable Law, you may choose not to insure yourself against industrial or workplace injuries at all, but you would do so at your own risk.

16.3. Personal Automobile Insurance. You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Taxi or any services provided therein. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not CML's, to resolve them with your insurer(s).

16.4. CML Insurance. During the Term, CML may (but has no obligation to) maintain insurance related to your provision of transportation services in the Taxis as determined by CML in its sole discretion, *provided* that CML and its Affiliates are not required to provide you with any insurance coverage for any loss to you or your Taxi. You are required to promptly notify CML of any accidents involving any Taxi equipped with Hardware and to cooperate and provide all necessary information related thereto.

16.5. Indemnification. You shall be liable for, and shall indemnify and defend the CML Indemnitees from and against, and hold the CML Indemnitees harmless with respect to, any and all Claims or Losses suffered or incurred by any of them as a result of or in connection with (i) any accident or incident involving any Taxi or the operation of any Taxi, regardless of fault, (ii) any Claim by any Taxi driver or other third party involving your actual or alleged failure to pay any amounts (including any portion of any Taxi fare) to a third party, (iii) any workers' compensation or other Claim arising from or in connection with the operation of any Taxi, or (iv) your breach of your representations, warranties, or obligations under the Agreement.

**17. Representations and Warranties.** You hereby represent and warrant that: (i) you own or are otherwise duly authorized to enter into contracts binding on the Taxi(s); (ii) you have full power and authority to enter into the Agreement and perform your obligations thereunder; (iii) you have not entered into, and, during the Term, you will not enter into, any agreement that would prevent you from performing your obligations under, or otherwise fully complying with, the Agreement; and (iv) you will comply with all Applicable Laws in your operation of the Taxi(s) and use of the Solutions, including holding and complying with all permits, licenses, registrations, and other governmental authorizations necessary to legally drive, lease, rent, hire out or otherwise operate a taxicab or other public vehicle for-hire in the Territory.

**18. Relationship of the Parties.**

18.1. Independent Contractors. The relationship between you and CML under the Agreement is solely that of independent contractors. You and CML expressly agree that: (a) the Agreement is not an employment agreement, nor does it create an employment relationship, between or among, on the one hand, you, any of your Affiliates or any Taxi driver, and, on the other hand, CML or any of its Affiliates or contract partners; and (b) no joint venture, partnership, or agency relationship exists between or among, on the one hand, you, any of your Affiliates or any Taxi driver, and, on the other hand, CML or any of its Affiliates or contract partners.

18.2. No Authority. You have no authority to bind CML or its Affiliates or contract partners and you undertake not to, and will ensure that Taxi drivers do not, hold yourself or any Taxi driver out as an employee, agent, or authorized representative of CML or its Affiliates or contract partners or the Ehaul Platform. Where, by implication of Applicable Law or otherwise, you or any Taxi driver may be deemed an agent or representative of CML, you undertake and agree to indemnify and defend (at CML's option) each of the CML Indemnitees, and hold them harmless, from and against any Claims or Losses suffered or incurred by any of them as a result of or in connection with any Claim by any person or entity based on such implied agency or representative relationship.



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### 19. Miscellaneous Terms.

19.1. Entire Agreement. The Agreement, together with any terms or conditions of use of any software included in the Solutions, constitutes the entire agreement and understanding of you and CML with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

19.2. Subcontractors. You acknowledge and agree that CML may engage subcontractors to perform any of its obligations under the Agreement.

19.3. Force Majeure. CML shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, acts of terrorism, pandemics, telecommunications outages or downtime, payment card network or payment processor outages or downtime, shortages of materials, transportation delays, fires, floods, labor disturbances, riots, and wars.

19.4. Further Assurances. You shall duly execute, deliver, and cause to be executed and delivered, all papers, certificates, instruments, notices, and other documents that may be necessary to perfect or evidence the rights and benefits of CML hereunder and/or the rights and benefits intended to be granted to CML hereunder.

19.5. Modification. CML may modify or amend these Terms and Conditions at any time effective upon publishing such modified or amended Terms and Conditions to its website or providing you with written notice of such modified or amended Terms and Conditions. Further, CML may adjust the fees, charges, or prices applicable to any or all of the Solutions at any time effective upon providing you with no less than ten (10) business days' prior notice. You hereby acknowledge and agree that, by using the Solutions, or downloading, installing, or using any software included in the Solutions, you are bound by the then-current version of these Terms and Conditions and the then-current pricing of such Solutions. Continued use of any Solutions after any such modifications or amendments shall constitute your consent to such modifications, amendments, or adjustments.

19.6. No Waiver. The failure of CML to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CML in a written document executed by an authorized representative of CML.

19.7. Severability. If any provision of the Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions thereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of the Agreement.

19.8. Assignment. Neither party may assign or transfer the Agreement or any of its rights or obligations thereunder, in whole or in part, without the other party's prior written consent; *provided, however*, that, notwithstanding the foregoing, CML may assign or transfer the Agreement or any or all of its rights or obligations under the Agreement from time to time without your consent as follows: (A) to an Affiliate; or (B) to an acquirer of all or substantially all of CML's equity or all or substantially all of CML's business and assets related to the Solutions. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of each party.

19.9. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement. Nothing contained in the Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

19.10. Notices. Any notice delivered by CLM to you under the Agreement will be delivered by email or by posting on any portal available to you as part of the Solutions. Any notice delivered by you to CLM under this Agreement will be delivered by you to CLM at the following address: Curb Mobility, LLC, 11-11 34<sup>th</sup> Avenue, Long Island City, New York 11106; Attention: Legal Department.

### 20. Governing Law; Arbitration of Disputes.

20.1. Governing Law. The interpretation of this Agreement shall be governed by the laws of the State of New York, without regard to the choice or conflicts of law provisions of any jurisdiction. Subject to Section 20.2 below, any Disputes shall be subject to the exclusive jurisdiction of the U.S. federal courts located in the Southern District of New York, or, if any such court determines that it does not have subject matter with respect to any Dispute, then exclusive jurisdiction shall lay with the New York state courts located in the City and County of New York, New York. However, neither the choice of law provision regarding the interpretation of the Agreement nor the forum selection provision is intended to create any other substantive right to non-New Yorkers to assert claims under New York law, whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of New York law to interpret the Agreement and the forum for Disputes, and these provisions shall not be interpreted as generally extending New York law to you if your Territory is not within New York.

20.2. Disputes Subject to Arbitration. Other than Disputes regarding the intellectual property rights of the parties or enforcing claims for injunctive or equitable relief, any other Dispute shall be resolved by binding arbitration before one (1) arbitrator. YOU COVENANT AND AGREE NOT TO PURSUE ANY CLAIM AGAINST CML AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION MUST BE BROUGHT ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. The arbitration shall be administered by JAMS (Judicial Arbitration & Mediation Services) and conducted in accordance with the expedited procedures set forth in the JAMS Streamlined Arbitration Rules & Procedures rules. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>. The arbitration shall be held in the Territory and conducted in the English language. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by applicable law or the order of a court of competent jurisdiction. If CML is not the prevailing party on any claim in arbitration, the arbitrator shall have authority to award you with

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compensatory damages only and is not empowered or permitted to award you any consequential, punitive, exemplary, or multiple damages, and you expressly waive any right to recover any such damages. Notwithstanding any provision of the Agreement to the contrary, any arbitration conducted pursuant to the terms of this paragraph shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to the Agreement, the arbitration costs and fees (including the fee for the arbitrator) shall be shared equally by the parties and each party shall be solely responsible for its other respective costs and attorneys' and experts' fees incurred in connection with the arbitration. The prevailing party in any arbitration arising out of or related to the Agreement shall be entitled to recoup, and the arbitrator shall award to the prevailing party, its reasonable costs and attorneys' and experts' fees incurred in connection with the arbitration. Judgment on any award in arbitration may be entered in any court having jurisdiction. Notwithstanding the foregoing, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall be taken or construed as precluding either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.