

**V1connection, the app**  
**END USER LICENSE AGREEMENT**

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USE THIS PRODUCT ONLY IN ACCORDANCE WITH ITS END USER LICENSE AGREEMENT.  
WATCHING THE SCREEN WHILE YOUR VEHICLE IS IN MOTION MAY BE DANGEROUS.  
DRIVE SAFELY AND OBEY ALL TRAFFIC LAWS.

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“App” means the V1connection®, the app, firmware, software (including source code and object code), application programming interface, data, files, and materials provided or made available by VRI and includes any updates that may be provided or made available by VRI.

“Device” or “Devices” shall include mobile phones, smartphones, tablets, computers, and other such electronic devices.

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- c. **DRIVE SAFELY AND OBEY ALL TRAFFIC LAWS. THIS APP SHOULD BE USED ONLY IN A MANNER AND PLACE THAT IS SAFE AND WILL NOT CAUSE ACCIDENTS. LOOKING AWAY FROM THE ROAD WHILE DRIVING CAN LEAD**

TO A SERIOUS ACCIDENT. YOUR FOCUS SHOULD REMAIN ON THE ROAD AND SURROUNDINGS AT ALL TIMES.

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  - b. All information provided to VRI by You will be current, true, accurate and complete;
  - c. You will drive safely and responsibly, obey all traffic laws at all times, and be aware of, and comply with, the relevant jurisdiction's limitations on the use of any Devices while driving;
  - d. You will comply with the terms of and fulfill Your obligations under this Agreement and You agree to monitor and be responsible for Your use of the App and compliance with the terms of this Agreement;
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  - f. You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken, by You and Your authorized users in connection with the App.
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9. Export: You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but

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10. Commercial Items: The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved to VRI under the copyright laws of the United States.
11. Assignment: This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law or any other means without VRI's express prior written consent and any attempted assignment without such consent will be null and void.
12. Severability: If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue if full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with Sections of this Agreement entitled "App License and Restrictions" or "Your Obligations" or prevents the enforceability of either of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the App as described in the Section entitled "Term and Termination."
13. Waiver and Construction: Failure by VRI to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement.
14. Dispute Resolution: Any litigation or other dispute resolution between You and VRI arising out of or relating to this Agreement, the App, or Your relationship with VRI will take place in the State of Ohio; You and VRI agree to submit to the personal and exclusive jurisdiction of the United States District Court for the District of Ohio and the Ohio state courts located in Hamilton County, Ohio with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Ohio, except that body of Ohio law concerning conflicts of law. Your use of the App may also be subject to other local, state, national, or international laws and You shall be solely responsible for compliance with such laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
15. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the use of the App licensed hereunder and supersedes all prior understandings regarding such subject matter. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that

they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.