

## **EVOX VEHICLE VR APPLICATION END USER LICENSE AGREEMENT**

This End User License Agreement (this "Agreement") is a legal agreement between you, (the "User"), and EVOX Productions LLC, ("EVOX") related to your use of the VR application associated with this Agreement (the "Application"). By downloading, accessing and/or using the Application, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not download, access or use the Application. If the person accepting this Agreement is doing so on behalf of a User which is a corporation or other form of business association, the person accepting this Agreement confirms that he/she is authorized to enter into this Agreement on the User's behalf, and to bind the User to its terms and conditions.

1. LICENSE AND GENERAL USE RESTRICTIONS. Subject to the terms and conditions of this Agreement, EVOX hereby grants to the User a limited, nonexclusive, nontransferable, non---assignable, non---sublicensable, revocable, free of charge license to use the Application for personal, non---commercial purposes on any User product ("Device") that User owns or controls which uses an operating system utilized or provided by any other platform (the "Platform") and as such Device is permitted to be used by the rules or terms of service governing use set forth by the Platform. EVOX, not the Platform, is solely responsible for the Application but not for anything relating to, or arising out of either the Platform or the Device. User is urged to consult with the specific terms and conditions that relate to the Platform or the Device. For clarity, the license does not include any right to make or distribute copies of the Application, to use the Application for the benefit of any third party or to monetize use of the Application. Without limiting the generality of the foregoing, any access to the Application or the services accessible through the Application by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited. User agrees not to associate, input or upload to or through any Application any virus, Trojan horse, worm, time bomb or other computer programming routines that (i) is intended to damage, interfere with, intercept or expropriate any EVOX system or technology or (ii) infringe the intellectual property rights of another.

Please note that your use of the Application is subject to the then---current versions of the EVOX Terms of Service and the EVOX Privacy Statement.

2. TERM AND TERMINATION. This Agreement shall become effective upon a User's acceptance hereof by downloading, accessing, using, and/or accepting and shall remain in full force and effect thereafter until terminated as provided herein (the "Term"). User may terminate this Agreement for convenience at any time by deleting the Application from all Devices that User owns or controls. EVOX may terminate this Agreement for convenience at any time with or without notice to User. Notwithstanding the foregoing, with respect to any User, this Agreement shall terminate without any further action needing to be taken by EVOX upon a breach by such User of the "INTELLECTUAL PROPERTY" paragraph of this Agreement. Upon the termination of this Agreement for any reason whatsoever all licenses granted hereunder shall immediately terminate and the affected User shall immediately cease and desist from all access to and use of the Application, and shall immediately purge from such User's mobile devices all copies of the Application. The terms set forth in the following paragraphs of this Agreement shall survive the termination of this Agreement for any reason: "INTELLECTUAL PROPERTY"; "DISCLAIMER OF WARRANTIES"; "LIMITATION OF LIABILITY"; "CHOICE OF LAW"; "ARBITRATION; NO CLASS ACTIONS"; "JURY TRIAL WAIVER", "INDEMNITY AND RELEASE"; "ADDITIONAL TERMS FOR USERS ON APPLE PLATFORM"; "ENFORCEABILITY"; "WAIVER"; and "ENTIRE AGREEMENT."

### **3. CHANGES TO ACCESSIBLE SERVICES; SUSPENSION AND TERMINATION OF RIGHTS**

A. EVOX may, at any time, change, update, modify, or terminate any service that may be accessed through the Application including, without limitation, to improve a service or its functionality; add or remove access to a service; improve ease of use for the User or EVOX; correct an error or bug; prevent or discontinue harmful or improper access to services; prevent or discontinue unauthorized use of services; comply with a Platform provider or government request; or comply with a statute or judicial order.

B. EVOX may suspend or terminate User's rights in and to the Application or services accessible through the Application in EVOX's sole discretion including, without limitation, if a newer version of the Application or a service therein is available, to improve the Application or a service or any functionality therein; to add or remove access to a service accessible through the Application; to improve ease of use for the User or EVOX; to correct an error or

bug; to prevent or discontinue harmful, improper nor unauthorized access to the Application or a service therein; to comply with a Platform or government request; or to comply with a statute or judicial order.

#### 4. INTELLECTUAL PROPERTY

A. User acknowledges and agrees that the Application contains proprietary and confidential information that is protected by applicable copyright, trademark and other intellectual property laws, including without limitation, the software programming and html and other code contained in the Application and other content available through the Application. The trademarks, service marks and logos used and displayed on this Application are registered and unregistered trademarks of EVOX and others. Nothing in this Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the Application, without the written permission of the trademark owner. EVOX and its licensors reserve the right to enforce its and their intellectual property rights to the fullest extent of the law. All images on the Application are legally protected and are not to be used, reproduced, modified or distributed without written consent of EVOX or its licensors.

B. The Application, the content and information therein, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing, are the exclusive property of EVOX and/or its licensors, and shall be considered and treated by Licensee as the proprietary information of EVOX (the "EVOX Proprietary Information"). User acknowledges and agrees that EVOX is the owner of the EVOX Proprietary Information and User agrees that User has no right, title, or interest in any of the EVOX Proprietary Information except the right to use the Application in accordance with and subject to this Agreement. User agrees not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the EVOX Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the EVOX Proprietary Information, or any portion thereof, without the prior written consent of EVOX, which may be withheld in EVOX's sole discretion. User further agrees not to challenge or assist with or participate in any challenge, directly or indirectly, of EVOX's ownership of the EVOX Proprietary Information or any right, title or interest therein or any portion thereof.

C. User acknowledges and agrees that EVOX is the owner of or has rights to the trade names, trademarks and service marks and such other names, marks, and logos and other intellectual property EVOX used, uses or may in the future use in or related to its business, products or services, including, without limitation, all improvements, additions, derivatives and other modifications thereof (the "EVOX Marks"). User agrees that User has no right, title, or interest in any of the EVOX Marks. User further agrees not to challenge or assist with or participate in any challenge, directly or indirectly, of EVOX's ownership of or right to the EVOX Marks and the Proprietary Information or any right, title or interest therein or any portion thereof.

D. User acknowledges that EVOX does not convey to User any permissions, clearances, releases or other rights related to the entities, private properties, products, trademarks, trade---names, logos or brands depicted in the Application, if any, all of which User is obligated to obtain, if necessary.

E. The User agrees to not remove, obscure, or alter any copyright, trademark, or other proprietary rights notice affixed to, contained within, or accessed in conjunction with or through the Application. The User further agrees not to modify, adapt, translate, prepare derivative works from, transmit, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any portion of the Application. Without limiting the generality of the foregoing, in those jurisdictions where law grants a User rights to translate, decompile, reverse engineer, or disassemble the Application, that such User cannot waive, and to the extent required by law, such User may exercise such rights to translate, decompile, reverse engineer, or disassemble to the extent necessary to achieve interoperability of the Application with an independently created program, but solely in the event that the information necessary to achieve interoperability of the Application with an independently created program has not been made available to such User by EVOX within a reasonable time upon such User's written request. Such decompilation shall be restricted to the parts of the Application that is necessary to achieve interoperability.

F. Without limiting the generality of the foregoing, the User acknowledges that EVOX is the owner of or has the rights to all information User accesses from or in the Application (the "Proprietary Information"). The User agrees that the User has no right, title, or interest in any of the Proprietary Information except the right to use the

Application and Proprietary Information in accordance with and subject to this Agreement. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the Proprietary Information, or any portion thereof, without the prior written consent of EVOX, which may be withheld in EVOX's sole discretion.

5. SUPPORT AND MAINTENANCE. EVOX is not, and User acknowledges that the Platform is not, obligated to provide any support or maintenance services to User related to the Application. Any complaints related to the Application can be addressed to EVOX.

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6. EXPORT CONTROL LAWS. User agrees to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or trans-shipment of the Application.

7. U.S. GOVERNMENT END-USERS. The Application is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202---1 through 227.7202---4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), any User who is a U.S. Government end user acquires the Application with only those rights set forth herein.

8. DISCLAIMER OF WARRANTIES. IF USER IS AN INDIVIDUAL ACTING AS A CONSUMER, USER MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. THE USER HEREBY ACKNOWLEDGES AND AGREES THAT THE USE OF THE APPLICATION IS ENTIRELY AT THE USER'S OWN RISK. THE APPLICATION IS PROVIDED FREE OF CHARGE, ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, ACCESSIBILITY AND NON---INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY EVOX TO THE FULLEST EXTENT PERMITTED BY LAW. EVOX MAKES NO WARRANTY WITH RESPECT TO THE SECURITY, TIMELINESS, CONTENT OR PERFORMANCE OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO THE COMPLETENESS OR ACCURACY OF THE VEHICLES DEPICTED IN THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO EVERY USER. THIS AGREEMENT GIVES USER SPECIFIC LEGAL RIGHTS. USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. USER AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE. EVOX EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATING TO, OR ARISING OUT OF, THE PLATFORM AND/OR ANY DEVICES UTILIZED BY USER IN CONNECTION WITH THE APPLICATION AND HAS NO RESPONSIBILITY WHATSOEVER THEREFOR.

9. LIMITATION OF LIABILITY. IF USER IS AN INDIVIDUAL ACTING AS A CONSUMER, USER MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER EVOX NOR THE PLATFORM SHALL BE LIABLE TO ANY USER OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE APPLICATION OR OTHERWISE, EVEN IF EVOX OR THE PLATFORM HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EVOX OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. CHOICE OF LAW. TO THE FULL EXTENT permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980.

#### 11. ARBITRATION; NO CLASS ACTIONS

A. ARBITRATION AGREEMENT. YOU AND EVOX AGREE THAT ANY CLAIMS OR DISPUTES (“Claims”) THAT ARISE OUT OF OR RELATE IN ANY WAY TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY SERVICE PROVIDED THROUGH THE APPLICATION) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION INSTEAD OF LITIGATION IN COURT. In arbitration, there is no judge and no jury. Instead, Claims are decided by an arbitrator whose authority is created by and governed by this arbitration agreement paragraph. Review of arbitration awards in the courts is very limited.

B. CLASS ACTION WAIVER. YOU AND EVOX AGREE THAT ALL CLAIMS BETWEEN US WILL BE RESOLVED IN AN INDIVIDUAL ARBITRATION. WE BOTH AGREE THAT THERE WILL BE NO CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION. In addition, neither you nor EVOX may participate in a class or representative action in court as a class member if the claims asserted in the arbitration would fall within the scope of this Agreement or the arbitration agreement paragraph if asserted directly by you or EVOX. To be clear, the User and EVOX both waive any right to participate in any class action involving disputes between us.

This class action waiver is an essential part of our arbitration agreement and may not be severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply. However, the Jury Trial Waiver set forth below will remain in full force and effect.

C. ARBITRATOR AUTHORITY. The arbitrator’s authority is governed by this arbitration agreement. You and EVOX agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by this Agreement (including the paragraph labeled “Limitation of Liability”), but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with EVOX. An arbitrator may award attorneys’ fees and costs to the prevailing party if a court would be authorized to do so under the applicable law.

D. ARBITRATION PROCEDURES. You and EVOX agree that this Agreement affects interstate commerce, and the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association (“AAA”). The AAA’s rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1--800--778--7879. If the Claim asserted in arbitration is for less than \$75,000, the AAA’s Supplementary Procedures for Consumer--Related Disputes will apply. If the claim is for more than \$75,000, then the Commercial Rules will apply. If there is a conflict between the AAA Rules and this arbitration agreement, then the arbitration agreement shall control. For claims less than \$75,000, EVOX.com will pay all filing fees and costs associated with commencing an arbitration, but you will be responsible for paying your own attorneys’ fees (if you chose to use an attorney in arbitration) unless you prevail in the arbitration and the arbitrator finds that you are entitled to recover your fees under the law. The arbitration will be held in a mutually agreeable and convenient location.

E. SURVIVAL. This arbitration agreement survives the termination of your Agreement with EVOX.

12. JURY TRIAL WAIVER. You and EVOX expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that if for any reason the arbitration agreement contained in Section 11 is not enforced or is found inapplicable, our claims against each other will be resolved by a judge rather than a jury.

13. INDEMNITY AND RELEASE. When the User downloads, accesses, or uses the Application, the User is agreeing to indemnify EVOX, its owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from the use of the Application. By using the Application the User is agreeing to release EVOX and its owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors from any and all claims, fees, costs, damages and obligations of any kind whatsoever that the User may have against them arising out of or in any way related to

such claims or obligations and to any disputes regarding use of ideas and/or related materials submitted to the Application. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

14. ADDITIONAL TERMS FOR USERS ON APPLE PLATFORM. The following terms apply only to Users of Apple Platforms. In the event of any conflict between this Section and the rest of the Agreement, this Section will control only for Users of Apple Platforms.

A. User must comply with all applicable third party terms of agreement when using the Application. For example, User's use of the Application must not violate the terms of User's wireless data services agreement for the applicable Device.

B. USER HEREBY REPRESENTS AND WARRANTS THAT (I) HE/SHE IS 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 (II) HE/SHE IS NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

C. USER ACKNOWLEDGES THE PLATFORM HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION.

D. AS BETWEEN EVOX AND THE PLATFORM, BUT SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT, THE PLATFORM WILL NOT BE RESPONSIBLE TO USER FOR ANY CLAIM RELATING TO THE APPLICATION OR USER'S POSSESSION AND/OR USE OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO, (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

15. TAXES. User agrees to be responsible for any and all taxes, duties, tariffs, or other such assessments of any value relating to this Agreement.

16. ENFORCEABILITY. If, for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

17. WAIVER. Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of EVOX.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of EVOX.

END OF AGREEMENT