END USER LICENSE AGREEMENT (EULA)

1. AGREEMENT TO TERMS

This End User License Agreement ("Agreement") is a legal contract between you ("User") and Transportation Advisors ("Company", collectively with “User” referred to as the “Parties”) governing your use of the MyDOTDOCS ("Software"). By clicking "I Accept" or using the Software, you agree to be bound by the terms of this Agreement. If you do not agree, do not install, access, or use the Software.

2. DEFINITIONS

(a) **Confidential Information:** Any proprietary data, trade secrets, business processes, customer lists, pricing information, software architecture, and other non-public materials related to the Company’s business.

(b) **Software:** The MyDOTDOCS Software, including all updates, modifications, and associated documentation.

(c) **User:** Any individual or entity that installs, accesses, or uses the Software under this Agreement.

(d) **Trade Secret:** Any business or technical information that derives independent economic value from not being generally known and is subject to reasonable efforts to maintain secrecy.

(e) **FMV (Fair Market Value):** The estimated value of MyDOTDOCS at the time of breach, determined by a CPA using a weighted average of EBITDA, revenue multiples, and comparable transactions in the prior 12 months.

3. LICENSE GRANT & RESTRICTIONS

(a) **Limited License.** Company grants you a limited, non-exclusive, non-transferable, revocable license to use the Software solely for your internal business or personal purposes, subject to this Agreement.

(b) **Prohibited Uses.** You may NOT:

- Modify, reverse engineer, decompile, or disassemble the Software;
- Copy, reproduce, distribute, or create derivative works based on the Software;
- Use the Software to develop or assist in developing a competing product;
- Rent, lease, sublicense, or resell access to the Software;
- Circumvent, disable, or interfere with security features of the Software;
- Use the Software in violation of applicable laws or regulations.

4. CONFIDENTIALITY, NON-DISCLOSURE, & ARBITRATION SECRECY

(a) The User acknowledges that the structure, sequence, and functionality of the Software contain confidential information and trade secrets of the Company.

(b) The User agrees not to disclose, publish, or otherwise share proprietary aspects of the Software with third parties.

(c) **Mandatory NDA:** The User agrees that any proprietary, confidential, or trade secret information obtained through the Software or related interactions with the Company shall remain strictly confidential and shall not be disclosed to any third party without the Company's express written consent.

(d) **Confidential Arbitration Proceedings:** Any arbitration proceedings conducted under this Agreement, including but not limited to filings, evidence, testimony, and awards, shall be confidential. The parties agree that they shall not disclose any aspect of the arbitration to third parties, the media, or the public, except as required by law.

(e) **Competition Disclaimer:** This Agreement does not prohibit the User from engaging in lawful competition, provided such competition does not involve the unauthorized use or disclosure of the Company's confidential information, trade secrets, or proprietary data.

5. TERMINATION & REMEDIES

(a) This license terminates automatically if you breach any term of this Agreement. Upon termination, you must cease all use of the Software and delete all copies in your possession.

(b) The Company reserves the right to seek injunctive relief, damages, and attorneys' fees in the event of a violation.

(c) The Company reserves the right to conduct audits to ensure compliance with this Agreement.

6. NO WARRANTIES & LIMITATION OF LIABILITY

(a) The Software is provided "as is" without warranties of any kind, express or implied.

(b) To the maximum extent permitted by law, Company shall not be liable for any indirect, incidental, or consequential damages arising from use or inability to use the Software.

7. GENERAL PROVISIONS

(a) **Survival.** The provisions related to confidentiality, non-disclosure, trade secret protection, liquidated damages, fee-shifting, and dispute resolution shall survive termination of this Agreement.

(b) **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

(c) **No Waiver.** Failure to enforce any provision shall not constitute a waiver of that provision or any other rights.

(d) **Modification.** This Agreement may only be modified in writing and signed by authorized representatives of both parties.

(e) **Electronic Signatures & Counterparts.** This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original but together constitute one and the same document.

(f) **Interpretation.** All interpretive matters arising under this Agreement shall be resolved using the principles set forth in Reading Law (Scalia, Antonin, and Bryan A. Garner. Reading Law: The

Interpretation of Legal Texts. Thomson/West, 2012.).

8. LIQUIDATED DAMAGES & DISGORGEMENT OF PROFITS

(a) In the event of a breach involving unauthorized reproduction, competitive use, or disclosure of MyDOTDOCS, liquidated damages shall be the greater of:

1. Three (3) times the highest annual licensing fee paid by the User for MyDOTDOCS, OR
2. Twenty percent (20%) of the total fair market value (FMV) of MyDOTDOCS at the time of breach, as determined by an independent CPA using a weighted average of EBITDA, revenue multiples, and comparable transactions in the prior 12 months.

(b) If the breach includes misappropriation of trade secrets or proprietary algorithms, an additional penalty of $250,000 per violation shall apply.

(c) Additionally, the User shall disgorge all revenues, profits, and other financial benefits derived from the unauthorized use of MyDOTDOCS and pay such amounts to the Company.

(d) The Parties acknowledge that quantifying damages in the event of unauthorized use or disclosure is inherently difficult, and these provisions represent a fair and reasonable approximation of losses incurred.

(e) If the above liquidated damages provisions are deemed unenforceable, the Company reserves the right to seek actual damages, injunctive relief, and any other remedies available under North Carolina law.

9. GOVERNING LAW & DISPUTE RESOLUTION

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, including its choice of law provisions and conflict of laws principles.

(b) Any disputes arising from this Agreement shall be resolved in Mecklenburg County, North Carolina.

(c) All arbitration proceedings shall be mandatory, confidential, and final, governed by the American Arbitration Association (AAA) rules.

(d) The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees and costs.

10. TEXT MESSAGE ALERTS TO DRIVERS

(a) **Description of Service.** If a driver consents to participate, MyDOTDOCS may send the driver text (SMS) message alerts notifying them when their compliance documents are missing or expiring soon.

(b) **Consent.** These alerts are sent only to drivers who have opted in by providing their mobile number and affirmatively agreeing to receive text messages. Consent is not a condition of using the Software or any other service, and drivers may decline without affecting their access.

(c) **Message Frequency.** Alerts are sent on a weekly basis, and only when a driver has documents that are missing or expiring soon. Message frequency will vary based on each driver's

document status.

(d) **Message & Data Rates.** Message and data rates may apply. The Company is not responsible for any charges imposed by the driver’s mobile carrier.

(e) **Opt-Out Instructions.** Drivers may opt out of text message alerts at any time by replying STOP to any message. After opting out, no further alerts will be sent unless the driver opts back in. Drivers may reply START to resume.

(f) **Help & Support.** For assistance, drivers may reply HELP to any message or contact support at info@theadvisors.org. Mobile numbers and SMS consent are not shared with third parties for marketing purposes.

11. ACKNOWLEDGEMENT & ACCEPTANCE

By clicking "I Accept," you acknowledge that you have read and understand this Agreement, and agree to be bound by its terms.