

This SOFTWARE SUBSCRIPTION AGREEMENT (the "Agreement"), is made and entered into on the date you sign up for the Software by and between, RideIn Technologies, Inc., ("RIDENROLL"), and the signing party whose name and entity is listed below ("Licensee" or "User").

#### WITNESSETH

Whereas, RidenRoll provides software as a service offerings and custom software development solutions to its clients, and Whereas Licensee desires to obtain the right to use from RidenRoll, and RidenRoll agrees to provide to the Licensee the software solution(s) described in the Agreement, subject to the terms and conditions set forth in this Agreement.

#### SUBJECT OF AGREEMENT

The Subject of this Agreement is the terms and conditions of the licensure by RidenRoll to Licensee of certain Software branded "RIDENROLL" and information technology developed by RidenRoll for use in the dispatch, billing, tracking, account reconciliation, monitoring and passenger-customer communication for rideshare, taxi, limo, towing, non-emergency medical transportation and other transportation enterprises and services.

#### DEFINITIONS

"Agreement" - This Software Subscription Agreement lawfully made and entered into between RidenRoll Technology and Licensee and all Addenda attached thereto. This Agreement is agreed upon as the Whole Agreement. No oral communications, notes, e-mails, or other writings, not specifically made part of this Agreement and signed by the parties hereto, are part of this Agreement.

"Initial Term" – The first term length covered under the terms of this Agreement, executable once both parties have signed the Agreement and beginning on the date that the first monthly installment is due to RidenRoll from the Licensee as defined in the "Payment and Billing Cycle" section of this Agreement.

"Renewal Term" – Additional terms of this Agreement that become executable if neither party terminates the Agreement per the "Termination and Renewal" section of this Agreement.

"Confidential Information" - All information, whether written or oral, regardless of the manner in which conveyed, provided by RidenRoll Technology to Licensee, other than information which at the time of disclosure, was in the public domain. Confidential Information is the intellectual and/or personal property of RidenRoll Technology and the grant of a license from RidenRoll Technology to Licensee hereunder does not grant Licensee any ownership interest in, nor claim to, the Confidential Information.

"Documentation" – The documents, correspondence, e-mails, technical support and training materials and Software operating instructions provided by RidenRoll Technology.

“Software” – The Software described and identified in the terms of this Agreement and any Software upgrades, upgrades, modification or supplements that may be provided later.

“Trade Secrets” – The Software, Documentation, Confidential, proprietary and other related Information, disclosed to Licensee.

“Custom Modifications” – Alterations made to the software product at the request of the Licensee.

“RIDENROLL” – The proprietary web-based software application and related mobile applications that help customers manage transportation logistics for their business.

“Support Representative” – Any employee or subcontractor of RidenRoll Technology whose job functions include the direct support of Licensees.

“Virtual Training Session” – A meeting using virtual means (telephone or an electronic meeting room) where an RidenRoll support representative will provide guidance around usage of the RidenRoll software and answer questions regarding the software. These training sessions are generally one (1) hour or less in length unless the Licensee declines additional time.

“Critical Technical Support” – Support provided to resolve an issue caused by a malfunction or outage of the RidenRoll software.

“Active Vehicle and Driver” - An individual driver account or vehicle will be considered active if it is not in “archive” or “deactivated” status for more than 1 day during the billing cycle.

“Early Termination Fee” – The fee owed to RidenRoll to compensate RidenRoll for losses related to the Licensee’s early termination of the Agreement before the Initial Term or a subsequent Renewal Term has been completed.

## SOFTWARE LICENSE

RidenRoll grants to Licensee a personal, non-transferable, non-exclusive license to use an authorized production copy of the RidenRoll Software identified and described in this Agreement with Account and/or link access to the RidenRoll system. The License is effective as of the Contract Date.

Licensee may only use the License for its own business operations and to process Licensee’s own data. Licensee may not duplicate or copy the Software without prior written consent of RidenRoll. Licensee shall not sub-license or assign the License or use the Software to process or assist the data of other persons, businesses or entities without prior written consent of RidenRoll.

The License granted herein permits Licensee to use the Software described in this Agreement and access RidenRoll’s portal for fleet companies and database solely for the purpose of dispatching rides, vehicle and employee/driver location and route. monitoring, billing, interface with clients and customers to facilitate billing and ride scheduling, account reconciliation and to

generate internal reports. All other access rights are excluded and the Licensee shall not develop or use, authorize or allow the use or development of, any other interface, use or modification of the licensed materials.

RidenRoll does not provide transportation services, act as a common carrier, or assume responsibility for the operation of vehicles or the performance of transportation services.

#### PLATFORM DISCLAIMER

RidenRoll acts solely as a technology intermediary that enables independent businesses to connect with users requesting services.

RidenRoll, operated by RideIn Technologies Inc., is a software-as-a-service (SaaS) technology platform that enables independent business drivers, fleet operators, and transportation providers to connect with users requesting transportation, package delivery, or related logistics services.

RidenRoll does not provide transportation services, does not operate vehicles, and is not a transportation carrier, transportation provider, broker, fleet operator, or motor carrier.

All transportation, package delivery, or related services requested through the platform are performed solely by **independent solo business drivers or licensed fleet operators** who operate their own independent businesses.

RidenRoll **does not control, supervise, direct, or manage the manner or means** by which drivers or fleet operators provide transportation, delivery, or related services.

Drivers and fleet operators retain **full discretion regarding whether, when, where, and how they provide services** using the RidenRoll platform.

Use of the RidenRoll platform **does not create an employment, partnership, joint venture, or agency relationship** between RidenRoll and any driver, fleet operator, or transportation provider.

Other than the rights of use expressly conferred upon Licensee by this Agreement, Licensee shall have no further rights, nor acquire or have ripen further rights by virtue of use or the License grant, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate and Software or other Confidential Information without the express prior written consent RidenRoll. All ownership rights are expressly reserved by RidenRoll and nothing under this Agreement shall be considered a waiver of such rights.

#### TECHNOLOGY PLATFORM NEUTRALITY

RidenRoll provides a neutral technology platform that enables independent businesses, drivers, fleet operators, and service providers to connect with users requesting transportation, delivery, or logistics services.

RidenRoll does not control driver schedules, require drivers to accept service requests, dictate routes, or supervise the manner in which services are performed.

Drivers and fleet operators remain fully responsible for operating their own independent businesses and retain full discretion regarding when, where, and how they provide services.

## PLATFORM MODIFICATIONS

RidenRoll reserves the right, in its sole discretion, to modify, update, suspend, or discontinue any part of the platform, including features, pricing structures, service categories, operational policies, or technical functionality, at any time.

Drivers and fleet operators acknowledge that the platform may evolve as technology, market conditions, and regulatory requirements change.

Continued use of the platform after such modifications constitutes acceptance of the updated platform features and policies.

## FARE ESTIMATES

RidenRoll may display fare estimates to users through the platform based on factors including vehicle category, distance, time, geographic location, demand conditions, and other relevant operational variables. These estimates are generated by the platform for informational purposes only. **Actual fares may vary depending on the service selected and the decisions of the independent driver or fleet operator.** Drivers and fleet operators operate as independent businesses and retain full discretion to decide whether to accept, reject, or complete any service request offered through the platform.

Drivers and fleet operators also retain sole control over:

- Whether to provide services
- When to provide services
- Where to operate
- What vehicle category to operate
- The manner and means by which transportation, package delivery, or other services are performed

RidenRoll does not supervise drivers, control driver availability, dictate routes, or manage the performance of services.

Use of the RidenRoll platform does not create an employment, partnership, or agency relationship between RidenRoll and any driver or fleet operator.

Note: Drivers and fleet operators remain free to independently operate their transportation or delivery businesses outside the RidenRoll platform and may determine their own pricing for services performed outside the platform, subject to applicable law.

## **DRIVER EARNINGS DISCLAIMER**

Drivers and fleet operators acknowledge that RidenRoll does not guarantee earnings, ride volume, delivery volume, or business revenue. Any earnings generated while using the RidenRoll platform depend on multiple factors including market demand, geographic location, driver availability, vehicle category, driver participation, competition, pricing decisions, and other business factors outside the control of RidenRoll. Drivers and fleet operators operate independent businesses and are solely responsible for determining how, when, and where they provide services using the RidenRoll platform.

## **NO RELIANCE ON EARNINGS EXPECTATIONS**

Drivers and fleet operators acknowledge and agree that they have not relied on any representation, advertisement, statement, projection, or estimate made by RidenRoll regarding potential earnings, ride volume, delivery volume, or business profitability.

Drivers and fleet operators further acknowledge that participation on the RidenRoll platform is a business decision made independently by the driver or fleet operator and that any earnings or revenue depend entirely on market conditions, driver availability, geographic demand, operational decisions made by the driver, and other factors beyond the control of RidenRoll.

## **NO GUARANTEE OF RIDE REQUESTS OR SERVICE OPPORTUNITIES**

RidenRoll does not guarantee that any driver, fleet operator, or Licensee will receive a minimum number of ride requests, delivery requests, service opportunities, or business revenue through the platform.

The availability of service requests may vary based on numerous factors, including but not limited to user demand, geographic location, time of day, number of active drivers in an area, platform activity, regulatory conditions, and other market factors.

Drivers and fleet operators acknowledge that use of the RidenRoll platform does not guarantee income, business volume, or service opportunities and that they operate their independent businesses at their own discretion and risk.

## **INDEPENDENT BUSINESS RISK ACKNOWLEDGMENT**

Drivers and fleet operators acknowledge that they operate independent businesses and assume the full economic risk of their operations.

Participation on the RidenRoll platform does not guarantee profits, revenue, ride requests, delivery opportunities, or business success.

Drivers and fleet operators are solely responsible for determining whether participation on the platform is economically viable for their independent business.

## INITIAL TERM

The Term of this Agreement shall be one month from the date that parties have electronically signed the Agreement as indicated below (“Term”). The Agreement can be terminated by either party, at any time, for any reason, with 3 business days notice per the Termination and Renewal section of this Agreement.

## PAYMENT AND BILLING CYCLE

The fee(s) owed RidenRoll from Licensee for the License granted and services provided by RidenRoll under this Agreement is for the full one-month Term payable in one (1) monthly invoice statements. RidenRoll anticipates an increase in the monthly license fee of at least three percent (3%) annually. It is understood from the sales proposal document that options selected will be a combination of recurring monthly fees and variable monthly fees based on the module selections noted in within this Agreement. A deposit equal to the Licensee’s estimated first bill will be due immediately before access to the Software is granted. The first monthly installment will be due on the first of the month after the Contract Date. The deposit will be applied as a credit to the balance of the first invoice. The full Contract Price is subject to adjustment and increase in the event Licensee subscribes for additional services during the Contract Term. For Example, additional drivers and vehicles to the fleet will have to be accounted for and invoiced according to terms contained here. Inflationary or renewal price increases may be enforced on Renewal Terms and will be so stated in a renewal notice issued to the Licensee no less than 30 days prior to the automatic renewal of this Agreement as stated in the section titled “Termination”. Inflationary increases will be no greater than 2 times the most recently reported increase in the Consumer Price Index (CPI) as reported by the United States Bureau of Labor Statistics.

## PRICING, FEES AND BILLING AUTHORIZATION

To participate in the RidenRoll Software, Solo Drivers and Fleet Operators agree to the following fees, terms, and billing authorizations:

### **a. Onboarding and Setup Charges (One-Time Fees)**

- **\$1 Card Validation Hold:** A temporary authorization hold of \$1 is placed on each driver’s card to validate payment information. This amount is not a charge and is automatically released by the bank within a few business days.

- \$99 Document Processing Fee (Non-Refundable): Covers verification and processing of licenses, permits, ID documents, insurance records, and onboarding paperwork. This fee is non-refundable, regardless of account activation status.
- \$49 Background Check Fee (Non-Refundable): Pays for local, state, and federal background screening required for driver safety compliance. This fee is non-refundable, even if the driver/applicant is not approved.
- \$499 Platform Activation Fee for Fleet (where applicable): Required for fleet operators or advanced account types to cover backend system access, training setup, and initial support configuration.

Payment is securely processed via our website at [www.ridenroll.com](http://www.ridenroll.com) using Stripe.

### **b. Subscription and Weekly Advertising Charges**

- Monthly Subscription Fee – Flat Rate or Pay-As-You-Go Plan (Non-Refundable): Drivers may choose either a flat-rate monthly subscription or a pay-as-you-go plan. All subscription fees are non-refundable, even if the account is deactivated mid-cycle.
- \$20 Weekly Advertising Fee (Non-Refundable): This charge supports ongoing digital and local marketing efforts to increase ride volume and driver visibility. Automatically charged to the primary payment method on file each week. This fee is non-refundable once collected.

### **c. Driver-Related Citations and Pass-Through Charges**

The Driver acknowledges and agrees that the Driver is **solely responsible** for any fines, penalties, tolls, or citations incurred while operating on or in connection with the RidenRoll platform, including but not limited to:

- Parking violations
- Moving violations
- Toll charges
- Airport-related citations, including unauthorized pickups, staging violations, or access violations

Where RidenRoll advances payment, facilitates processing, or receives notice of such charges on the Driver's behalf, the Driver **authorizes reimbursement** to RidenRoll through the Driver's account or payment method on file, as permitted by applicable law.

RidenRoll may charge a **reasonable administrative processing fee** of up to **\$25 per citation**, and up to **\$50 per airport-related citation**, to cover compliance handling, record management, and coordination with issuing authorities.

No reimbursement or fee shall be applied in a manner that violates applicable law.

In addition, RidenRoll may assess **reasonable administrative fees**, applied periodically, for general account maintenance, compliance support, regulatory coordination, and related platform services, as permitted by applicable law.

All deductions and fees shall be **itemized**, reflected in the Driver's account records, and applied **only to the extent permitted by applicable law**.

#### **d. Account Management and Termination**

- Solo Drivers may switch plans or terminate their Account anytime from within the Software.
- Fleet Operators may manage billing, drivers, and settings via the Fleet Portal Dashboard.

All fees are nontransferable and non-refundable.

#### **e. Additional Charges**

In addition to the Software license pricing expressed in Addendum B, the following charges shall apply:

- Credit card and Stripe payments will be assessed a 3% convenience fee.
- Any returned check or ACH transaction will result in a \$50 transaction fee.
- \$180 false chargeback fee for any transaction that is falsely disputed by the User with their financial institution.
- A late payment fee of \$25 or 5% of the past due amount, whichever is greater, as allowed by law, will be assessed to past due invoices.
- If the Licensee's access to the system has been restricted due to non-payment in accordance with the terms of the "Access Restrictions and Default by Licensee" section of this Agreement, a \$150

reconnection fee will be assessed when payment is made to cover RidenRoll's expenses to reinstate the Licensee's access.

- In the event that the Licensee requests RidenRoll to provide support services beyond those set forth in this Agreement, a rate of \$95 per hour will be billed for these services in 15-minute increments.
- The Licensee is responsible for all applicable local taxes and fees, including but not limited to SaaS and sales taxes.

## ACCESS RESTRICTIONS AND DEFAULT BY LICENSEE

Monthly recurring installments are due on the 1st of each month. If the Licensee has not made the proper monthly payment by the 16th of each month, RidenRoll reserves the right to restrict the Licensee's access to the Software until the payment is resolved. A late payment fee and a reconnection fee will apply in accordance with the "Additional Charges" section of this Agreement.

Licensee shall be considered in default under this Agreement if any payment due is late by thirty (30) or more days. RidenRoll is not required to make demand or provide Notice of default prior to commencement of legal action. In the event Licensee defaults in payment of fees due RidenRoll Technology under this Agreement or otherwise breaches this Agreement and RidenRoll Technology is caused to bring legal proceedings, Licensee shall be liable to RidenRoll for the attorneys' fees, court costs and disbursements incurred by RidenRoll in seeking to collect its outstanding payments due or for damages incurred by such breach in addition to any Early Termination Fee that may apply in accordance with this Agreement.

## DRIVER ACCOUNT SUSPENSION AND DEACTIVATION

RidenRoll reserves the right, at its sole discretion, to suspend, restrict, or deactivate any driver or fleet operator account at any time for violations of this Agreement, safety concerns, regulatory requirements, suspected fraud, misuse of the platform, or any conduct that may harm the platform, users, or other drivers.

**RidenRoll is not required to provide advance notice prior to suspension or deactivation where safety concerns, fraud prevention, regulatory compliance, or protection of platform users is involved.**

Drivers acknowledge that access to the RidenRoll platform is a revocable license and not a guarantee of continued access or service opportunities.

RidenRoll shall not be liable for any loss of income, business opportunity, or other damages resulting from the suspension or deactivation of a driver or fleet operator account.

RidenRoll is not required to provide advance notice prior to suspension or deactivation where safety concerns, fraud prevention, regulatory compliance, user protection, or platform integrity is involved.

### Driver Account Security and Non-Transferability

Driver accounts are personal to the approved Solo Business Driver or Fleet Operator and may not be transferred, shared, rented, sublicensed, or otherwise used by any other person.

Drivers are solely responsible for maintaining the confidentiality and security of their account credentials and for all activity conducted through their account.

Only the individual driver who has completed the required background check, identity verification, and onboarding process may operate a vehicle using the associated driver account.

RidenRoll reserves the right to immediately suspend or permanently deactivate any account that is shared, transferred, misused, or accessed by an unauthorized individual.

RidenRoll shall not be liable for any damages, losses, claims, or regulatory issues arising from unauthorized account use or account sharing.

## FORM OF PAYMENT

Licensee may make payment electronically by credit or debit card through the Licensee's account with the Software, RidenRoll Software subscription panel portal and set up payment method in their assigned account on or before the first of the month to RidenRoll's address herein, or by providing bank account information for ACH withdrawal to be processed on the first of each month.

All payments made to RidenRoll by the Licensee under this Agreement shall be made in the form of US Dollars.

## DRIVER COMPLAINT REVIEW PROCESS

In the event that a user submits a complaint against a driver utilizing the RidenRoll Software, the driver's account shall immediately be flagged within the RidenRoll system for further review. Upon receipt of such a complaint, RidenRoll will initiate a thorough investigation into the allegations made within the complaint. This investigation may include, but is not limited to, review of the driver's records, consultation with the user who filed the complaint, and any necessary communication with the Licensee. The driver's account will remain flagged, and the driver's account may be subject to temporary suspension pending the outcome of the investigation. Should the investigation conclude that the complaint is justified, appropriate actions, including but not limited to, additional training, suspension, or termination of the driver's access to the RidenRoll Software may be enforced at the discretion of RidenRoll and Licensee. The Licensee will be notified of the investigation's outcome and any actions taken. This process is designed to ensure the safety and satisfaction of all users of the RidenRoll Software and Services provided under this Agreement.

## DRIVER SCREENING AND TESTING REQUIREMENTS

Licensee acknowledges that access to the RidenRoll Software is subject to compliance with applicable safety, insurance, and regulatory requirements. As part of maintaining eligibility to access the Software, Licensee is responsible, at its own expense, for ensuring that any independent drivers utilizing the Software satisfy applicable background screening and safety standards required by law, regulation, or insurance providers. Such screening may include, but is not limited to, criminal history checks, motor vehicle record reviews, and other legally permissible background reviews. Any testing or screening requirements are implemented solely to determine eligibility to access the RidenRoll Software

and do **not** create an employment, agency, or supervisory relationship between RidenRoll and any driver.

Drivers who do not meet applicable safety or regulatory eligibility standards may be restricted from accessing the Software. Licensee is responsible for maintaining appropriate records of such screening and shall provide confirmation of compliance upon reasonable request.

RidenRoll does not supervise, direct, or control how drivers perform transportation services and does not employ drivers. Any action taken by RidenRoll under this section relates solely to Software access eligibility and platform safety requirements.

## **DRIVER AUTHORIZATION TO USE INFORMATION FOR LICENSING & COMPLIANCE**

The Driver **expressly authorizes** RidenRoll, RideIn Technologies, Inc., its affiliated entities, state or local affiliates, and its authorized third-party service providers (including background check vendors, insurance carriers, and regulatory intermediaries) to **collect, access, store, process, verify, disclose, and submit** the Driver's personal and business information as reasonably necessary for purposes including, but not limited to:

- a. Driver onboarding, identity verification, and account administration;
- b. Criminal background checks, motor vehicle record reviews, safety screening, and ongoing eligibility monitoring;
- c. Submission of required information to federal, state, city, county, airport, healthcare, or other governmental or quasi-governmental authorities;
- d. Insurance underwriting, enrollment, verification, compliance monitoring, claims administration, and related regulatory reporting;
- e. Obtaining, supporting, renewing, or maintaining any licenses, permits, certificates, approvals, operating authority, or regulatory status required to access or operate on or in connection with the RidenRoll platform.

The Driver **acknowledges and agrees** that such information may be submitted electronically or manually, may be shared with third-party vendors or government agencies, and may be relied upon by such parties for compliance, eligibility, or approval determinations.

This authorization is provided **voluntarily**, is a **material condition** of access to the RidenRoll platform, and shall remain in effect for the duration of the Driver's relationship with RidenRoll and for any additional period required by applicable law, regulation, insurance requirements, or record-retention obligations.

The Driver represents and warrants that all information provided is **true, accurate, complete, and current**, and agrees to promptly update such information as necessary to maintain compliance. RidenRoll shall be entitled to rely upon the accuracy of the information provided without independent verification, except as required by law.

Nothing in this section shall be construed to create an employment, agency, or fiduciary relationship between RidenRoll and the Driver. All actions taken pursuant to this authorization relate solely to **platform access eligibility, regulatory compliance, and software services.**

## **SUPPORT AND TRAINING SERVICES**

RidenRoll will make commercially reasonable efforts to make support agents and trainers available during the hours of 8:30AM-5PM Eastern Standard Time to answer questions about software usage. Calls are complimentary up to 15 minutes in length for questions about the usage of the software. Any calls in excess of 15 minutes may be deemed a necessary “Virtual Training Session” by support agent of RidenRoll. The agent will inform the customer that a training session will be required to answer their questions and the pricing detailed in herein will apply.

Complimentary Critical Technical Support will be available 24/7 as defined in the “Definitions” section of this Agreement. Additional training and educational services are available for a fee as set forth in the Pricing and Payment Schedule contained herein. Licensee may request the development and delivery of Special Software which will be reflected in an additional agreement set forth in an addendum to this Agreement.

## **CUSTOM MODIFICATIONS**

The scope of all agreed upon customizations to the Software are contained in **herein**. Any fees related to Custom Modifications are found within this Agreement in the list of charges and fees. RidenRoll will not impose any additional charges upon the Licensee for the Custom Modifications detailed in Addendum A outside of those charges detailed in Addendum B. The Licensee understands that no additional Custom Modifications are promised by RidenRoll if they are not listed in this Agreement. Unless explicitly stated in writing, Custom Modifications to the software are the property of RidenRoll and shall be subject to the terms of this Agreement.

## **TERMINATION AND RENEWAL**

Unless terminated by either party with at least 30 days written notice prior to the termination date, this Agreement will automatically renew on the anniversary of the effective date for a concurrent 1-month term (“Renewal Term”).

a. Either party may terminate this Agreement prior to expiration if the other party is in material breach of any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written Notice of such breach. Without limitation, the following shall be considered material breaches of this Agreement; (i) Licensee fails to pay any amount due hereunder; (ii) Licensee becomes insolvent or files for bankruptcy protection; (iii) Licensee violates or threatens to violate the confidentiality and non-disclosure provisions of this Agreement. In the event of late or nonpayment by Licensee, Licensor may suspend all accounts until payment is made in full.

b. Upon expiration or termination of this Agreement, Licensee will immediately return to RidenRoll all Software and other Confidential Materials and Documentation provided to

Licensee and certify in writing that all copies of Software and other information have been either destroyed, erased or returned to RidenRoll.

c. Upon closure, deletion or cancellation of Licensee's account, Licensee will not be able to reactivate said account. Licensee will be required to create an entirely new account and go through the full registration process again.

d. RidenRoll will provide the Licensee with a copy of all of their trip data that was processed through the software in the form of a .csv file or files at the Licensee's request within 30 days of termination of the Agreement. Depending on the length of time that the software was used and the number of trips processed in the software, multiple files may be required. This file will be provided within 30 days of receipt of the request.

e. *Either party may also terminate this Agreement at any time, for any reason with 3 business-days notice, in writing to the other party.*

## **LIMITATION OF LIABILITY**

a. RidenRoll Technology does not guarantee the privacy, security, authenticity or non-corruption of any information or data transmitted by, or to, Licensee, through the internet or any information stored in any system connected to the internet. RidenRoll shall not be responsible for any claims, damages, costs or losses whatsoever are RidenRoll out of, or in any way related to, Licensee's connection to or use of the internet.

b. RidenRoll Technology shall not be liable to Licensee or any third-party for any claims, expenses, injury, damages, costs, fees, or expenses are RidenRoll out of or in any way related to:

(i) Licensee's use of the Software and information provided by RidenRoll Technology to conduct its business operations including but not limited to business interruption, third-party personal injury claims and loss of anticipated profits.

c. RidenRoll Technology's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising from or in connection with this Agreement and/or the use of the Software, including claims for breach of contract, tort, misrepresentation, breach of warranty or otherwise or the acquisition, development, modification, installation or maintenance of the Software, shall be absolutely limited to the amount of the license fees paid by the Licensee for the Software and related products and services that is the subject of such claim.

d. RidenRoll Technology shall not be liable to Licensee or any third-party for losses or damages suffered by Licensee or any third-party that claim the following:

(i) Incidental, special, or consequential damages; loss of profits, anticipated savings or profits, business opportunity or goodwill.

Limitation of Liability

To the fullest extent permitted by law, RidenRoll shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, lost business opportunities, loss of data, or loss of revenue arising out of or related to the use of the RidenRoll platform.

In no event shall the total liability of RidenRoll arising out of or related to this Agreement exceed the total subscription fees paid by the driver or fleet operator to RidenRoll during the twelve (12) months preceding the event giving rise to the claim.

## PLATFORM AVAILABILITY

RidenRoll does not guarantee uninterrupted access to the platform or Software. Platform availability may be affected by system maintenance, software updates, technical issues, third-party service providers, internet outages, telecommunications disruptions, or other factors beyond the reasonable control of RidenRoll.

RidenRoll shall not be liable for any interruption, delay, temporary unavailability, or failure of the platform resulting from such events. Licensees acknowledge that access to internet-based services may occasionally be disrupted and agree that such disruptions do not constitute a breach of this Agreement.

## LOCAL LICENSING AND INSURANCE REQUIREMENTS

RidenRoll operates through independently owned and operated affiliated companies in each state where required by law. Each such state affiliate is responsible for maintaining all applicable state and local licenses and any Transportation Network Company (TNC) liability insurance required under applicable law.

**RidenRoll does not provide, underwrite, or guarantee insurance coverage for fleet operators or drivers.** Coverage, if any, is provided solely through applicable affiliate, fleet, or third-party insurance policies and is subject to the terms, conditions, exclusions, and approvals of the issuing insurer.

Each fleet operator Licensee is **solely responsible** for maintaining its own required commercial insurance coverage, including automobile liability insurance, in order to operate on or in connection with the RidenRoll platform.

**Driver Responsibility.** Each individual driver Licensee is solely responsible for obtaining and maintaining any required city, county, or local licenses, permits, or approvals necessary to operate in accordance with applicable regulations. Some jurisdictions may require additional vetting, background checks, or local authorization prior to operation. Compliance with all applicable federal, state, and local laws and regulations is the responsibility of the Licensee and its drivers.

## **Driver Conduct and Safety Responsibility**

Drivers and fleet operators acknowledge that they are solely responsible for their conduct, behavior, and interactions with riders, passengers, customers, and members of the public while using the RidenRoll platform.

Drivers agree to operate their vehicles in a safe, lawful, and professional manner and to comply with all applicable traffic laws, transportation regulations, and safety standards.

RidenRoll does not supervise, control, or direct the conduct of drivers during the performance of transportation or delivery services and shall not be responsible for the acts, omissions, misconduct, negligence, or criminal behavior of any driver or fleet operator.

Drivers agree that they are solely responsible for ensuring passenger safety during any transportation service they provide.

**Insurance Requirements.** Licensee shall maintain, at its own expense, General Liability, Workers' Compensation (where required by law), and Automobile Insurance coverage at all times during the term of this Agreement and for at least two (2) years following termination. Upon reasonable request, Licensee shall provide proof of such insurance within three (3) business days.

Where required by applicable law or written agreement, fleet operator Licensees shall name **RideIn Technologies, Inc.** as an additional insured, as evidenced by a valid ACORD certificate.

## **NO AGENCY OR PARTNERSHIP**

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, franchise, employment relationship, or fiduciary relationship between RidenRoll and any Licensee, driver, fleet operator, or user of the platform.

Drivers and fleet operators operate as independent businesses and **are not employees, agents, representatives, or partners of RidenRoll.**

Drivers and fleet operators **do not have authority to bind, represent, or act on behalf of RidenRoll**, and shall not make any representations suggesting that they are acting as agents or employees of RidenRoll.

## **NO EMPLOYEE BENEFITS; INDEPENDENT BUSINESS RESPONSIBILITY**

The Licensee **acknowledges and agrees** that RidenRoll is a software-as-a-service ("SaaS") technology provider and **does not employ, engage, or retain** any drivers, fleet personnel, or transportation service providers.

Each **Solo Business Driver** and **Fleet Operator**, as an independent business entity, is **solely and exclusively responsible** for:

- a. Maintaining **workers' compensation insurance**, to the extent required by applicable federal, state, or local law;
- b. Providing, maintaining, and paying for any **health insurance, disability insurance, unemployment insurance, paid leave, or other insurance or benefit coverage** for themselves and/or their employees, contractors, or personnel;
- c. Establishing, funding, administering, and complying with any **retirement plans, pension plans, 401(k) plans, or similar benefit programs**, if any;
- d. Full compliance with all applicable **employment, labor, wage and hour, tax, withholding, reporting, and benefits-related laws and regulations** with respect to their own business operations and personnel.

RidenRoll **does not provide**, sponsor, contribute to, or administer **health insurance, workers' compensation coverage, retirement or pension benefits, unemployment insurance, paid leave, or any other employee-type benefits** to any Licensee, driver, fleet operator, or their personnel.

Nothing in this Agreement, nor the use of the RidenRoll platform, shall be construed to create an **employer-employee relationship, joint employment, co-employment, partnership, agency, or fiduciary relationship** between RidenRoll and any Licensee, driver, fleet operator, or their personnel. Licensees retain **sole control and responsibility** over the manner and means of conducting their independent business operations.

### **Occupational Accident Insurance and Exclusive Remedy**

Drivers acknowledge that RidenRoll provides access to Occupational Accident Insurance coverage designed to provide certain injury-related benefits while the driver is engaged in services through the platform.

By accepting benefits under the Occupational Accident Insurance policy, the driver agrees that such benefits constitute the driver's exclusive remedy against RidenRoll for any injuries arising out of or related to services performed using the RidenRoll platform.

To the fullest extent permitted by applicable law, drivers agree not to pursue or maintain any claim for workers' compensation benefits, employer liability, personal injury damages, or similar claims against RidenRoll arising from the same incident for which Occupational Accident Insurance benefits have been accepted.

Nothing in this provision is intended to limit any rights that cannot legally be waived under applicable law.

### **INDEPENDENT BUSINESS STATUS ACKNOWLEDGMENT**

Licensee acknowledges and agrees that each Solo Business Driver or Fleet Operator using the RidenRoll platform operates an independent business and is not an employee of RidenRoll.

Drivers retain sole control over their work, including whether to accept or decline service requests, when to operate, where to operate, what vehicle to operate, and how services are performed.

Nothing in this Agreement shall be interpreted as creating any employment, agency, joint venture, or partnership relationship between RidenRoll and any driver, fleet operator, or transportation provider.

## **INDEMNITY**

Licensee agrees to, to the fullest extent permitted by law, defend, indemnify and hold harmless, RidenRoll, its employees, officers, directors, agents, and contractors, from any claims, suits or actions asserted against RidenRoll arising out of, or in any way related to, Licensee's use of the Software, services and other information provided by RideIn Technology Inc..

### **Driver Operational Responsibility**

Drivers and fleet operators further agree to defend, indemnify, and hold harmless RidenRoll, RideIn Technologies Inc., its affiliates, officers, employees, and agents from any claims, fines, penalties, damages, regulatory actions, or liabilities arising out of or related to:

- the driver's operation of any vehicle
- the provision of transportation, package delivery, or related services
- violations of traffic laws, airport rules, or transportation regulations
- failure to maintain required licenses, permits, or insurance
- any acts, omissions, negligence, or misconduct of the driver or fleet operator

Drivers acknowledge that they operate independent businesses and assume full responsibility for their transportation or delivery activities.

## **MUTUAL REPRESENTATIONS AND WARRANTIES**

RidenRoll and the Licensee each warrant that:

- 1.) It is a business duly organized and is in good standing under the laws of its state of organization.
- 2.) It has the power and authority to perform its obligations under this Agreement.
- 3.) It has authorized this Agreement and constitutes the Agreement as legal, valid, and binding.

## NOTICE

Any Notice required under this Agreement shall be sent by First Class United States Mail as follows: If to RidenRoll:

## NO IMPLIED RIGHTS

Except for the limited rights expressly granted under this Agreement, nothing in this Agreement shall be construed as granting Licensee, any right, title, or interest in or to RidenRoll, its Documentation, Services, Custom Modifications, training materials, methods, or any other materials provided by RidenRoll to Licensee, whether by implication, estoppel, or otherwise.

## CHANGE OR AMENDMENT

This Agreement may only be amended or modified in writing executed by the parties.

## AUDITS BY RIDENROLL

RidenRoll may, upon reasonable notice, conduct audits solely for the purpose of verifying Licensee's compliance with this Agreement as it relates to the use of the RidenRoll Software and related technology.

Such audits shall be limited to reviewing software usage records, system access logs, subscription status, and technical integrations reasonably necessary to confirm compliance with this Agreement.

RidenRoll shall not audit, inspect, or supervise Licensee's transportation operations, vehicles, facilities, personnel, or independent drivers, and nothing in this Agreement grants RidenRoll authority to control or direct Licensee's business operations.

Any audit conducted under this section shall be performed in a manner that does not unreasonably interfere with Licensee's business activities.

**Paid Member/User:** RidenRoll paid members will get a 5% discount on all Rides they book to use the platform; Starter and all fleet management companies agree to accumulate a 5% discount for all RidenRoll Rides to paid member users. Make sure Starter and fleet companies' prices for the fairs are accordingly.

**Promo code discounts:** can be offered by Starter Employer, fleet management, or admin for specific vehicles or vehicles.

**Ride/Delivery or other work Payment:** RidenRoll will auto-process payment weekly basis. Our schedule runs from Friday 0001 to Thursday 23:59. You may request early payment with a fee.

**Tracking By FairMatic Insurance:** All Vehicles are subject to a behavior-based tracking system by the insurance company.

**Good Standing with RidenRoll:** RidenRoll provides all services to clients based on active paid services and with a good standing client.

## **SOFTWARE AND PROGRAM ACCEPTANCE**

Upon completion of Software delivery, installation, system access and testing on RidenRoll /Licensee network, RidenRoll will provide Licensee with login credentials via mail, secure e-mail, or verbally on a training session. Licensee will then have seven (7) business days in which to conduct acceptance tests. At the end of such period, Licensee will be deemed to have accepted Software and system delivery, unless RidenRoll receives prior written notice describing the nature of the claimed deficiencies. Notwithstanding the above, the Software and system will be deemed accepted when the Licensee first puts the Software into operational and functional use. The Software will be considered to be in operational and functional use when the Licensee first uses the Software to support its business operations in any capacity. No further action or acknowledgement, other than as set forth above, will be required from RIDENROLL or Licensee for the Software to be deemed accepted.

## **WARRANTIES**

RIDENROLL WARRANTS THAT IT IS THE OWNER OR HAS TITLE TO ALL SOFTWARE AND SYSTEM SUPPORT DELIVERED PURSUANT TO THIS AGREEMENT AND THAT IS AUTHORIZED TO ENTER INTO THIS AGREEMENT. RIDENROLL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. RIDENROLL DOES NOT WARRANT, PROMISE, OR GUARANTEE THAT THE SOFTWARE WILL MEET ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, OR THAT THE SOFTWARE WILL OPERATE 100% ERROR FREE OR UNINTERRUPTED OR THAT ALL PROGRAM ERRORS IN THE SOFTWARE THAT MAY BE FOUND OR LATER DEVELOP, CAN BE CORRECTED. RIDENROLL MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY THIRD-PARTY TRANSACTION SERVICES ENGAGED BY LICENSEE REGARDING COMPATIBILITY, FUNCTIONALITY OR OTHERWISE WITH THE SOFTWARE. RIDENROLL IS NOT RESPONSIBLE FOR THE HARDWARE SELECTED AND UTILIZED BY THE LICENSEE.

## **TRADE SECRETS, CONFIDENTIAL INFORMATION, AND INJUNCTIVE RELIEF**

Licensee acknowledges that the Software, Trade Secrets and Confidential Information disclosed to Licensee by RidenRoll, are the property of RidenRoll and were developed at great time and expense by RidenRoll and shall not be disclosed either directly or indirectly by Licensee to any Third-Party without the prior written consent of RidenRoll. This includes, but is not limited to, upcoming feature releases, customer service and implementation strategies, current software features, pricing, and the contents of this Agreement. Licensee further acknowledges that any actual or threatened breach of this provision would cause irreparable harm to RidenRoll for which money damages would be an inadequate remedy. In the event of such breach or a threatened breach, RidenRoll shall be entitled to *ex parte* temporary injunctive relief as well as

preliminary and permanent injunctive relief and Licensee shall be liable to RidenRoll for its costs and attorneys' fees incurred in obtaining such injunctive relief.

## **BUSINESS ASSOCIATE AND PRIVACY PROVISIONS**

This Privacy Section of the Agreement is effective upon the Effective Date of this Agreement between Company and User.

1. Term. This provision shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by Company pursuant to this Agreement.

2. HIPAA Assurances. In the event Company creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had User done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to User any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; and

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA.

## **GOVERNING LAW; LIMITED COURT JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the **State of California**, without regard to conflict-of-law principles, **except that the Federal Arbitration**

**Act ("FAA") shall govern the interpretation and enforcement of the Arbitration Agreement below.**

**Except as expressly provided in the Arbitration section**, the parties agree that **any court proceedings permitted under this Agreement** (including actions to compel arbitration, enforce or vacate an arbitration award, seek injunctive or equitable relief, or bring a claim in small claims court) shall be brought exclusively in the **state or federal courts located in San Joaquin County, California**, and the parties hereby consent to such jurisdiction and venue.

### **Notice of Dispute (Informal Resolution Requirement)**

Before initiating arbitration or any legal proceeding, the party bringing a claim must first provide written notice of the dispute to the other party and allow **ninety (90) days** for the parties to attempt to resolve the matter informally.

The notice must include:

- Name of the account holder
- Contact information
- A detailed description of the dispute
- The specific relief requested

Notice to RidenRoll must be sent to the official company contact address listed in this Agreement.

If the dispute is not resolved within **ninety (90) days** after the notice is received, either party may proceed with arbitration as described below.

Failure to provide this Notice of Dispute and allow the informal resolution period may result in dismissal or stay of the arbitration until the requirement is satisfied.

Time Limitation on Claims

Any claim or dispute arising out of or relating to this Agreement or the use of the RidenRoll platform must be filed within one (1) year after the claim arises. Claims not filed within this period shall be permanently barred to the fullest extent permitted by law.

#### Bad Faith Claims and Recovery of Costs

Drivers agree that any claim, demand, or arbitration filed against RidenRoll must be brought in good faith and supported by a reasonable factual and legal basis.

If an arbitrator or court determines that a claim was filed fraudulently, in bad faith, for harassment purposes, or without a reasonable legal basis, the driver agrees that RidenRoll shall be entitled to recover its reasonable attorneys' fees, arbitration costs, administrative fees, and related legal expenses incurred in defending such claim, to the fullest extent permitted by applicable law.

Nothing in this section limits any rights or remedies otherwise available to RidenRoll under applicable law.

### **ARBITRATION; CLASS ACTION WAIVER; JURY TRIAL WAIVER**

#### **Binding Arbitration**

Any dispute, controversy, or claim arising out of or relating to this Agreement, the RidenRoll platform, services, or relationship between the parties—including any claim based in contract, tort, statute, fraud, misrepresentation, or any other legal theory—shall be resolved **exclusively by final and binding arbitration** administered by the **American Arbitration Association (“AAA”)** in accordance with its **Commercial Arbitration Rules**, as then in effect. The parties expressly agree that the Federal Arbitration Act shall apply to this Arbitration Agreement to the fullest extent permitted by law.

#### Waiver of Jury Trial

To the fullest extent permitted by law, the parties waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement or the use of the RidenRoll platform.

All disputes shall be resolved exclusively through binding arbitration as described in this Agreement.

#### Class Action Waiver

To the fullest extent permitted by law, the parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the use of the RidenRoll platform shall be resolved on an individual basis only.

The parties expressly waive any right to bring or participate in any class action, collective action, representative action, or mass action against the other party.

No arbitration or legal proceeding shall be consolidated with any other proceeding without the written consent of all parties.

### **Delegation of Arbitrability**

The parties expressly agree that the arbitrator, and not any court or governmental authority, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable.

### **Location and Governing Law**

The arbitration shall take place in **San Joaquin County, California**, unless otherwise required by applicable law. This Agreement and the arbitration shall be governed by the **Federal Arbitration Act (9 U.S.C. §§ 1–16)** and, to the extent not preempted, the laws of the **State of California**, without regard to conflict-of-law principles.

### **Arbitration Panel**

The arbitration shall be conducted before one (1) neutral arbitrator selected in accordance with the American Arbitration Association (“AAA”) Commercial Arbitration Rules. The arbitrator shall be fluent in written and spoken English.

### **Language of Proceedings**

All arbitration proceedings shall be conducted exclusively in the English language, and no translation of documents, testimony, or arguments shall be required.

### **Representation**

Each party may be represented by legal counsel or, where permitted by applicable law, by non-attorney representatives, including representatives who are not licensed attorneys in the United States or residents thereof.

### **Costs and Fees**

The party initiating arbitration shall be responsible for payment of all American Arbitration Association (AAA) filing fees, case management fees, administrative fees, and any other costs required to initiate arbitration, unless otherwise required by applicable law. Failure to timely pay such fees may result in dismissal, suspension, or administrative closure of the arbitration proceeding.

### **Reasoned Award**

The arbitrators shall issue a **written, reasoned decision** stating the factual and legal basis for the award. The award shall be **final and binding**, and judgment upon the award may be entered in any court of competent jurisdiction.

## **CLASS ACTION WAIVER**

### **ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES ONLY.**

The parties expressly agree that **no arbitration shall be brought, heard, or conducted as a class action, collective action, representative action, or private attorney general action**, and the arbitrators shall have **no authority** to hear or decide any such claims.

If this class action waiver is found to be unenforceable, then the entire arbitration provision shall be **null and void** to the extent required by law.

## **Jury Trial Waiver**

**THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY** in any action, proceeding, or counterclaim arising out of or relating to this Agreement or the RidenRoll platform, whether in arbitration or in court.

## **PAGA / REPRESENTATIVE CLAIM WAIVER**

To the fullest extent permitted by law, this waiver includes claims brought in a representative capacity, including claims under the California Private Attorneys General Act of 2004 (PAGA). Any PAGA claims that cannot be waived as a matter of law shall be limited to individual relief only and shall be severed from any representative or non-individual claims.

## **Small Claims Court Carve-Out**

Notwithstanding the foregoing, either party may bring an **individual claim in small claims court** if the claim qualifies and remains on an individual, non-class basis.

## **Injunctive and Equitable Relief**

Nothing in this Section shall prevent either party from seeking **temporary, preliminary, or injunctive relief** in a court of competent jurisdiction to prevent irreparable harm, including but not limited to misuse of intellectual property, data security violations, or unauthorized platform access.

## **Mass Arbitration Procedure**

If twenty-five (25) or more substantially similar arbitration claims are filed against RidenRoll by the same or coordinated counsel within a ninety (90) day period, the parties agree that such claims shall be administered in coordinated batches.

The American Arbitration Association (“AAA”) shall administer the claims in batches of up to twenty-five (25) claims at a time. Only one batch shall proceed to arbitration at any given time. The remaining claims shall be stayed until the preceding batch has been resolved.

This procedure is intended to promote efficiency, reduce administrative burden, and allow the parties to evaluate the merits of claims before additional proceedings continue.

#### Coordinated Claims Restriction

To the fullest extent permitted by law, the parties agree that arbitration claims brought by multiple drivers or users that arise out of the same or substantially similar circumstances and that are coordinated by the same legal counsel or group of counsel shall be subject to the Mass Arbitration Procedure described in this Agreement.

The parties further agree that no arbitration demand may be filed or administered in a manner intended to circumvent the batching procedure set forth in the Mass Arbitration Procedure.

Any attempt to coordinate or consolidate claims in a manner inconsistent with the Mass Arbitration Procedure shall be subject to the procedural rules and batching requirements described herein.

#### **Severability**

If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

#### **Survival**

This agreement to arbitrate shall **survive the expiration or termination** of this Agreement and the termination of any relationship between the parties.

#### **ENTIRE AGREEMENT**

The provisions stated herein constitute the entire agreement between the parties regarding the Subject of the Agreement and will supersede any prior agreements or communications, oral or written, related to the Subject of the Agreement. No amendment of this Agreement will be effective unless set forth in a document that purports to amend this Agreement and that is executed by both parties hereto.

#### **SEVERABILITY**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

## **WAIVER**

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

## **Amendments**

RidenRoll may modify this Agreement from time to time. RidenRoll will provide notice of any material changes. Continued use of the Software after such notice constitutes acceptance of the updated Agreement, except where applicable law requires express consent. If Licensee does not agree to the modified terms, Licensee may discontinue use of the Software without penalty.

## **ELECTRONIC SIGNATURES AND COUNTERPARTS**

Signatures may be transmitted electronically or by facsimile. The electronic or facsimile transmission of an original signature or a copy thereof on this document, or any counterpart of this document, by any party or counsel for said party who has signed this document, or counterpart of this document, to any other party or counsel for any other party represents that said document or counterpart has been duly signed and executed. A signature produced by electronic or facsimile transmission shall be deemed an original signature. The parties may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all parties, all of which together shall constitute one Agreement, and each counterpart shall be deemed an original instrument against any party who signed it.

## **AUTHORITY TO BIND**

THE LICENSEE ACKNOWLEDGES THAT THEY HAVE BEEN PROVIDED WITH THE OPPORTUNITY TO NEGOTIATE THIS AGREEMENT AND TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT. THE LICENSEE ACKNOWLEDGES THAT THE RESTRICTIONS IMPOSED ARE FAIR, REASONABLE, AND NECESSARY TO PROTECT THE RIDENROLL'S LEGITIMATE BUSINESS INTERESTS AND WILL NOT PLACE AN UNDUE BURDEN UPON THEIR LIVELIHOOD IN THE EVENT OF ENFORCEMENT OF THE RESTRICTIONS. IN ADDITION, THE LICENSEE ACKNOWLEDGES THAT THEY HAVE THE CAPACITY TO CONTRACT AND ENTER INTO THIS AGREEMENT AND THAT FURTHER, THEY HAVE ENTERED INTO THIS AGREEMENT FREELY AND VOLUNTARILY.

**Good Standing with RidenRoll:** RidenRoll provides all services to clients based on active paid services and with a good standing client.

The individuals executing this Agreement expressly represent that they are authorized on behalf of Licensee to enter into this Agreement and to legally bind RidenRoll and Licensee to its terms and conditions.

**I agree that this form may be electronically signed and agree that my typed signature is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility.**

[www.RidenRoll.com](http://www.RidenRoll.com)