

LA Wallet EULA

End-User License Agreement ("Agreement")

Please read this End-User License Agreement carefully before clicking the "I Agree", downloading or using LA WALLET.

This End-User License Agreement (hereinafter "Agreement") is a binding agreement by and between the Ordering Activity under GSA Schedule contracts identified in the Order ("End User" or "you") and Mobile DMV, LLC d/b/a MOBILE DMV ("MOBILE DMV", "Company", or "we"). This Agreement governs your use of the LA WALLET application on your mobile device, desktop computer, tablet computer, or other electronic devices (including all related documentation, the LA Wallet "Application"). The Application is licensed ONLY, not sold to you.

BY EXECUTING A WRITTEN ORDER FOR THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE AT LEAST OF LEGAL AGE TO OBTAIN A VALID DRIVER'S LICENSE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT EXECUTE A WRITTEN ORDER FOR THE APPLICATION, AND DO NOT DOWNLOAD, INSTALL, STORE, OR USE THE APPLICATION AND DELETE IT FROM YOUR DEVICE.

1. Data Security. You acknowledge that when you download, install, access, or use the LA Wallet Application you are accepting the risks and responsibilities associated with storing your Digital Driver's License on a mobile device. Furthermore, you acknowledge that by allowing someone physical access to your mobile device or leaving your mobile device unlocked or unattended creates the opportunity for someone to view the contents of the LA Wallet Application, to which you will be solely responsible.

You must exercise similar effort and caution used to protect your Physical Driver's License to protect your Digital Driver's License. In an effort to ensure the highest level of protection provided for your Digital Driver's License, you are encouraged to:

- a. Establish and maintain a strong passcode for your mobile device;
- b. Install all operating system and software updates for mobile platforms in a timely manner;
- c. Use the LA Wallet Application only when connected to a trusted network; and
- d. Ensure you have securely erased your data and settings on your mobile device prior to releasing for sale, trade-in provider maintenance, etc.

Finally, you acknowledge that any actual or attempted use of the LA Wallet Application from a "Rooted", "Jailbroken", or otherwise modified mobile device, exposes your Digital Driver's License to being stolen by cyber criminals, hackers, etc. If the Mobile DMV, LA Wallet support

team, or state believes your device, account, or online behavior has been compromised, your account and services will be suspended until such a time it can be properly reviewed and reinstated.

2. Collection and Use of Your Information. You acknowledge that when you download, install, access, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, accessing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our **Privacy Policy**. By downloading, installing, accessing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

3. Authorization to Obtain Information from the State of Louisiana. In order to supply users with a correct and complete digital drivers' license when said license is ordered by the user, it is necessary for MOBILE DMV to obtain certain personal information of the user from the State of Louisiana. This information may include, but is not limited to, user name, address, date of birth, driver's license number, and other identifying information. By your purchase of the digital driver's license and continued use of the Application, you hereby authorize MOBILE DMV to access this personal information from the State of Louisiana and to provide that information to you through the Application. You understand, agree, and acknowledge that this authorization is continuous as long as you continue to use the Application. You may terminate this authorization under the termination provisions of Section 109.

4. Use of the Digital Driver's License. Authorization for Louisiana driver's licenses stored on mobile phones ("Digital Driver's License") has been granted by the Louisiana legislative session under Act 625 of the 2016 Legislative Session, which amends and reenacts Louisiana Revised Statute 32:411(F)(1) and 412(D)(6) and enacts Revised Statute 32:411(F)(3). The driver's license that you acquire through the Application is a Digital Driver's License. In certain circumstances, the Digital Driver's License may be accepted as valid driver identification.

(a) For requests for identification not associated with traffic stops or checkpoints in Louisiana, you may be required to produce a physical driver's license to a law enforcement officer, a representative of the state or federal department or agency, or a private entity when so requested and be subject to all the applicable laws and consequences for failure to produce such license.

(b) You are solely responsible for carrying your physical driver's license at all times when operating a vehicle, even when using the Application. As further provided in Sections 16 and 17, MOBILE DMV DOES NOT GUARANTEE OR CERTIFY THAT THE APPLICATION'S OPERATION WILL BE FREE FROM INTERRUPTION. IN NO EVENT SHALL MOBILE DMV OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE

APPLICATION, INCLUDING BUT NOT LIMITED TO INABILITY TO ACCESS THE DIGITAL DRIVER'S LICENSE WHEN REQUESTED BY A LAW ENFORCEMENT OFFICIAL AT A TRAFFIC STOP OR CHECKPOINT IN LOUISIANA.

5. Limitations on Use of the Digital Driver's License. The Digital Driver's License must be accessed through the Application to be considered a valid form of identification under Louisiana law. A digital copy, photograph, or image of the driver's license which is not downloaded through the Application shall not be considered a valid Digital Driver's License.

6. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive and nontransferable license to:

- a. download, install, access and use the Application for your personal, non-commercial use on a single mobile device, desktop computer, tablet computer, or other electronic device used, owned, or otherwise controlled by you ("Device") strictly in accordance with the Application's documentation; and
- b. access, stream, download and use on such Device the Content and Services (as defined in Section 6) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 6.

7. License Restrictions. You shall not:

- a. copy the Application, except as expressly permitted by the Agreement;
- b. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- c. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- d. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- f. remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application; or
- g. use the Application in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or

environments or unfairly mischaracterize the goodwill nature of the application, its use in reviews, articles, social media posts, or public statements

8. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold to you. You do not acquire any ownership interest in the Application under this Agreement or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

9. Geographic Restrictions. The Content and Services are based in the state of Louisiana in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

10. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. Updates will be periodically applied to the server which may cause brief interruptions of service. To the extent possible, You will be given notification of any upcoming updates prior to the application of that update. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

- a. the Application will automatically download and install all available Updates;
- b. you may receive notice of or be prompted to download and install available Updates; or
- c. you may learn whether updates are available through the retailer from where you obtained the Application.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

11. Intellectual Property Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this

Agreement. MOBILE DMV and its licensors and service providers reserve and shall retain the entire right, title, and interest in and to the Application and all Intellectual Property Rights arising out of or relating to the Application, except as expressly granted to you in this Agreement. You shall use commercially reasonable efforts to safeguard the Application (including all copies thereof) from infringement, misappropriation, the, misuse, or unauthorized access. You shall promptly notify MOBILE DMV if you become aware of any infringement of MOBILE DMV's Intellectual Property Rights in the Application and fully cooperate with MOBILE DMV, at MOBILE DMV's sole expense, in any legal action taken by MOBILE DMV to enforce its Intellectual Property Rights.

12. Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

13. Term and Termination.

- a. The term of Agreement commences when you access, download, install, or use the Application and will continue in effect until terminated by you or Company as set forth in this Section.
- b. You may terminate this Agreement by ceasing all access of the Application and any copies of said Application stored on your Device.
- c. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Company shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- d. Upon termination:
 - i. all rights granted to you under this Agreement will also terminate; and
 - ii. you must cease all use of the Application and delete all copies of the Application from your Device and account.
- e. Termination will not limit any of Company's rights or remedies at law or in equity.

14. Reliance on the Information Provided. The information provided to you through the Application is made solely for your information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim any and all liability and responsibility arising from any reliance placed on such materials by you or any other Application user, or by anyone who may be informed of any of its contents.

15. Purchases in the Application. All purchases made through the Application or other transactions formed through the Application or resulting from visits made by you are governed by our Terms of Sale, which are hereby incorporated into this Agreement.

16. Disclaimer of Warranties. warrants that the Application will, for a period of sixty Company (60) days from the date of your receipt, perform substantially in accordance with Application written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, BE FREE FROM VIRUS, MALWARE, OR OTHER VULNERABILITIES, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, THE STATE OF LOUISIANA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

18. No Relationship with the State of Louisiana. THIS APPLICATION IS LICENSED TO YOU AND MADE AVAILABLE TO YOU THROUGH MOBILE DMV ALONE. THIS AGREEMENT, THE TERMS OF USE, PRIVACY POLICY, AND OTHER TERMS AND CONDITIONS GOVERNING THE USE OF THIS APPLICATION DO NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND THE STATE OF LOUISIANA. IN NO EVENT WILL THE STATE OF LOUISIANA OR ANY DIVISION THEREOF HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES. TO THE EXTENT THAT ANY LIABILITY COULD BE IMPARTED TO THE STATE OF LOUISIANA, YOU HEREBY AGREE TO HOLD THE STATE OF LOUISIANA AND ANY DIVISION THEREOF HARMLESS FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, ITS CONTENTS, OR ITS SERVICES.

19. Reserved..

20. No Legal Advice. You acknowledge and understand that the information provided herein regarding Louisiana's acceptance of Digital Driver's Licenses in certain circumstances has been provided for information purposes only.

21. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

22. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

23. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

24. Governing Law. This Agreement is governed by and construed in accordance with the Federal laws of the United States

..

25. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (6) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

26. Entire Agreement. This Agreement, any applicable addendums or updates, and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

27. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.