**END-USER LICENSE AGREEMENT**

**PLEASE READ CAREFULLY. BY CLICKING “ACCEPTED AND AGREED TO” BELOW, YOU AGREE, ON BEHALF OF YOURSELF AND, IF ANY, THE BUSINESS ENTITY ON WHOSE BEHALF YOU ACCESS ANY WEBSITE AND/OR WEB PORTAL, INCLUDING THE ONLINE PORTAL KNOWN AS “HUBDRIVEONLINE” (COLLECTIVELY, THE “SITES”), OF THE COMPANY (AS DEFINED BELOW) TO THE TERMS OF THIS END-USER LICENSE AGREEMENT WITH RESPECT TO YOUR ACCESS TO AND USE OF THE SITES. FOR THE AVOIDANCE OF DOUBT, THE TERM “SITES” INCLUDES ALL INSTANCES WHERE THE SITES’ SERVICES ARE MADE AVAILABLE TO YOU, INCLUDING THROUGH OR ON ANY MOBILE APPLICATION.**

**THIS END-USER LICENSE AGREEMENT FULLY INCORPORATES AND ADOPTS THE PRIVACY NOTICE AND TERMS AND CONDITIONS OF SERVICE OF THE SITES (COLLECTIVELY, THE “SITE TERMS”). PLEASE NOTE THE TERMS AND CONDITIONS OF SERVICE CONTAINS AN ARBITRATION PROVISION.**

This End-User License Agreement (this “End-User Agreement”) is a legally binding contract between HDOL, LLC (the “Company”) and You. The Company provides the Sites. You agree that when you access or use the Sites, You will do so subject to this End-User Agreement. **DO NOT ACCESS OR USE THE PLATFORM IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY, OR MAKE THE REPRESENTATIONS AND WARRANTIES SET FORTH IN, THIS END-USER AGREEMENT.**

This End-User Agreement is effective as of the date You click “Accepted and Agreed To” (such date, the “Effective Date”).

1. USE OF THE SITES IN GENERAL.
	1. Applicability. As used in this End-User Agreement (including, for the avoidance of doubt, in the Site Terms), the terms “You” or “Your” include, and this End-User Agreement is binding upon, you and, if any, the business entity on whose behalf you access the Sites from time to time (such entity, the “Customer”). Company may use its business records to determine any Customer from time to time, and such determination shall be binding upon You (including, for the avoidance of doubt, the Customer).
	2. Eligibility. You represent and warrant that You are 18 years old or older, and You recognize and agree that You must be 18 years old or older to use the Sites. You represent and warrant that You are an authorized representative of the Customer and that you have the authority to enter into this End-User Agreement on behalf of the Customer.
	3. Site License. Subject to Your acceptance of the terms contained herein, which incorporate and adopt the Site Terms, the Company grants You the right to access and use the Sites. Upon Your clicking “Accepted and Agreed To” below, Company grants to You one “seat,” which shall be accompanied by a separate login credential, for Your access to and use of the Sites.
	4. Site Revisions. The Company may revise the features and functions of the Sites at any time with or without notice to You or the Customer.
	5. License Fees. The single “seat” contemplated by Section 1.3 of this End-User Agreement is granted to You in consideration for Your agreement to this End-User Agreement, including for the avoidance of doubt, the Site Terms. In consideration for the Company granting to You any additional “seat” to access and use the Sites (any of which shall be accompanied by a separate login credential), for any calendar month during which you access or use the Sites, You agree to pay for each such “seat” an amount equal to the product of three dollars ($3.00) multiplied by the number Customer employees as of the first (1st) calendar day of such month, or such other sum as may be reasonably established by the Company from time to time. You agree to pay HUB the fee set forth in Your order (which may be issued to you electronically, including on or through the Sites, or otherwise) on the dates required therein. During and after the term of this End-User Agreement, You grant to the Company access to the operations, including the books and records, of the Customer to the extent related to the calculation of the fee contemplated by this Section 1.5. The Company will not be required to refund fees under any circumstances.
2. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE “COMPANY PARTIES”) BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES AND/OR ANY OF THE SERVICES MADE AVAILABLE THEREON, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COMPANY PARTIES’ TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SITES AND/OR ANY OF THE SERVICES MADE AVAILABLE THEREON EXCEED THE LESSER OF (1) THE AMOUNT YOU HAVE PAID TO THE COMPANY IN THE LAST TWELVE (12) MONTHS UNDER THIS END-USER AGREEMENT OR (2) FIVE-HUNDRED DOLLARS ($500 U.S.). THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 2 AND ANY OTHER APPLICABLE AGREEMENT BETWEEN YOU AND THE COMPANY, THIS SECTION 2 SHALL GOVERN. YOU ACKNOWLEDGE THAT THE COMPANY WOULD NOT MAKE AVAILABLE THE SITES TO YOU WITHOUT THE PROVISIONS OF THIS SECTION 2. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 2 IS BINDING UPON THE CUSTOMER.
3. Apple Licensed Application End User License Agreement. Without limiting the generality of Section 19 of the Terms and Conditions of the Sites (the “Site Terms and Conditions”), the Apple Inc. Licensed Application End User License Agreement, as in effect from time to time (the “Apple Agreement”), is hereby incorporated by this reference into this End-User Agreement; provided, however, that notwithstanding anything to the contrary in the Apple Agreement, both this End-User Agreement (including, for the avoidance of doubt, the Site Terms and Conditions) and the Apple Agreement shall apply to any Services App (as defined in the Site Terms and Conditions); provided further that in the event of any conflict between this End-User Agreement and the Apple Agreement, the relevant provision of the Apple Agreement will control; provided further that nothing in this End-User Agreement shall be construed to amend or modify the rights of Apple Inc. (or any of its affiliates, licensors or other similarly situated third parties) as set forth in the Apple Agreement.
4. Termination.The term of this End-User Agreement shall be one (1) year beginning on the Effective Date and shall automatically renew for additional one (1) year periods, unless terminated earlier by written notice. Without prejudice to any other rights, HUB may terminate this End-User Agreement if You fail to comply with this End-User Agreement or with the Site Terms. In the event of termination, Your right to use the Sites, including on behalf of the Customer, terminates immediately. Section 2 of this End-User Agreement, together with the Site Terms, shall survive the termination of this End-User Agreement indefinitely.