



Quote: Q-73468
Contract: Not Applicable
Date: 3/18/2025, 5:56 PM
Expires On: ~~5/17/2025~~ **INT**

COBAN Technologies, Inc.
9411 S. Sam Houston Parkway W. #300
Missouri City, Texas 77489
United States

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

Ship To
Scott Pressley
Union County Sheriff's Office (Monroe,NC)
3370 Presson Road
Monroe North Carolina 28112
United States
704-283-3764
(704) 283-3614
scott.pressley@unioncountync.gov

Bill To
Union County Sheriff's Office (Monroe,NC)
3370 Presson Road
Monroe North Carolina 28112
United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Pete Ricciardi	x	pete.ricciardi@safefleet.net		Net 30

- *Safe Fleet to initiate the NEXUS Cloud project between May 2025 and July 2025*
- *Agencies contract start date will be July 2025*

Minimum 5 year subscription required, Paid Annually

NEXUS IMPLEMENTATION (PHASE 1)

- 5-YEAR RETENTION
- Software Right To Use license
- Software Maintenance and Technical Support
- Cloud Storage Service requires an analysis of the Agency usage, retention and FOIA policies during contract negotiations, **as agreed to in the Terms and Conditions below.**

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- **Flashback 1 & 2 Systems are not support on the NEXUS Cloud Platform**
- **COBAN Interview Room Systems are not support on the NEXUS Cloud Platform**
- **FOCUS X1 Cameras are not supported on the NEXUS Cloud Platform**

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667353	CL-ICV-08	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 5 YEAR RETENTION <ul style="list-style-type: none">• (83) FOCUS H1 SYSTEMS• (2) EDGE HD• (6) Flashback 3/HD Note: Delayed Payment to July 2025	USD 624.00	91	USD 0.00
QL-0667401	CL-BWC-08	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 5 YEAR RETENTION <ul style="list-style-type: none">• FOCUS X2 Note: Delayed Payment to July 2025	USD 504.00	31	USD 0.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667429	LSET-19	BACKOFFICE SETUP PACKAGE B Includes: • 4 Days remote and on-site project deployment • Back office configuration and setup • Admin and User Training Project Deployment, Multi-Platform On-site / Remote Project Implementation Note: Delayed Payment to July 2025	USD 4,950.00	2	USD 0.00
QL-0667494	CCL2501Y	CLOUD COURIER ANNUAL - Waived (Included with NEXUS Subscription) Evidence sharing via Safe Fleet Azure Cloud Services 250GB / unlimited downloads and exports.	USD 3,540.00	1	USD 0.00
NEXUS IMPLEMENTATION (PHASE 1) TOTAL:					USD 0.00

NEXUS Subscription (July 2025)

- *Safe Fleet to initiate the NEXUS Cloud project between May 2025 and July 2025*
- *Agencies contract start date will be July 2025*

Minimum 5 year subscription required, Paid Annually

****Flashback 1 & 2 Systems are not support on the NEXUS Cloud Platform**

****COBAN Interview Room Systems are not support on the NEXUS Cloud Platform**

****FOCUS X1 Cameras are not supported on the NEXUS Cloud Platform**

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667505	CL-ICV-08	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 5 YEAR RETENTION • (83) FOCUS H1 SYSTEMS • (2) EDGE HD • (6) Flashback 3/HD Note: Delayed Payment to July 2025	USD 624.00	91	USD 56,784.00
QL-0667506	CL-BWC-08	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 5 YEAR RETENTION • FOCUS X2 Note: Delayed Payment to July 2025	USD 504.00	31	USD 15,624.00
QL-0667507	LSET-19	BACKOFFICE SETUP PACKAGE B Includes: • 4 Days remote and on-site project deployment • Back office configuration and setup • Admin and User Training Project Deployment, Multi-Platform On-site / Remote Project Implementation Note: Delayed Payment to July 2025	USD 4,950.00	2	USD 9,900.00
QL-0667508	CCL2501Y	CLOUD COURIER ANNUAL - Waived (Included with NEXUS Subscription) Evidence sharing via Safe Fleet Azure Cloud Services 250GB / unlimited downloads and exports.	USD 0.00	1	USD 0.00
NEXUS Subscription (July 2025) TOTAL:					USD 82,308.00

- Data Migration to take place after July 2025
- Data Migration offer dependent on the In-Car and Body Camera fleet migration to NEXUS

Data Migration

- 23TB of DES Data
- 36TB of COMMAND Center Data

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667356	LSRV-09	SERVICE- DATA MIGRATION	USD 175.00	32	USD 0.00
QL-0667366	CL-01-08	3RD PARTY DATA CLOUD-TO-FIT ANNUAL • Agency must have detailed retention policy in place • Existing DES Data to Migrate	USD 750.00	23	USD 0.00
QL-0667375	CL-01-08	3RD PARTY DATA CLOUD-TO-FIT ANNUAL • Agency must have detailed retention policy in place • Existing COMMAND Center Data to Migrate	USD 750.00	36	USD 0.00
Data Migration TOTAL:					USD 0.00

Note: Agency responsible to provide active device count with Serial Numbers at least 30 days prior to the anniversary date of the upcoming annual renewal. Safe Fleet to adjust upcoming annual renewal accordingly.

NEXUS Subscription (July 2026)

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667357	CL-ICV-08-RY2	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 5 YEAR RETENTION - YEAR 2	USD 624.00	91	USD 56,784.00
QL-0667367	CL-BWC-08-RY2	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 5 YEAR RETENTION - YEAR 2	USD 504.00	31	USD 15,624.00
QL-0667358	CCR2501YR	CLOUD COURIER ANNUAL RENEWAL - 250GB BASE LICENSE Year 2 - Waived	USD 0.00	1	USD 0.00
NEXUS Subscription (July 2026) TOTAL:					USD 72,408.00

Note: Agency responsible to provide active device count with Serial Numbers at least 30 days prior to the anniversary date of the upcoming annual renewal. Safe Fleet to adjust upcoming annual renewal accordingly.

NEXUS Subscription (July 2027)

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667360	CCR2501YR	CLOUD COURIER ANNUAL RENEWAL - 250GB BASE LICENSE Year 3 - Waived	USD 0.00	1	USD 0.00
QL-0667359	CL-ICV-08-RY3	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 5 YEAR RETENTION - YEAR 3	USD 624.00	91	USD 56,784.00
QL-0667368	CL-BWC-08-RY3	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 5 YEAR RETENTION - YEAR 3	USD 504.00	31	USD 15,624.00
NEXUS Subscription (July 2027) TOTAL:					USD 72,408.00

Note: Agency responsible to provide active device count with Serial Numbers at least 30 days prior to the anniversary date of the upcoming annual renewal. Safe Fleet to adjust upcoming annual renewal accordingly.

NEXUS Subscription (July 2028)

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667361	CL-ICV-08-RY4	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 5 YEAR RETENTION - YEAR 4	USD 624.00	91	USD 56,784.00
QL-0667369	CL-BWC-08-RY4	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 5 YEAR RETENTION - YEAR 4	USD 504.00	31	USD 15,624.00
QL-0667362	CCR2501YR	CLOUD COURIER ANNUAL RENEWAL - 250GB BASE LICENSE Year 4 - Waived	USD 0.00	1	USD 0.00
NEXUS Subscription (July 2028) TOTAL:					USD 72,408.00

Note: Agency responsible to provide active device count with Serial Numbers at least 30 days prior to the anniversary date of the upcoming annual renewal. Safe Fleet to adjust upcoming annual renewal accordingly.

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667363	CL-ICV-08-RY5	NEXUS CLOUD SUBSCRIPTION - ICV DATA ONLY - 5 YEAR RETENTION - YEAR 5	USD 624.00	91	USD 56,784.00
QL-0667352	CL-BWC-08-RY5	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 5 YEAR RETENTION - YEAR 5	USD 504.00	31	USD 15,624.00
QL-0667364	CCR2501YR	CLOUD COURIER ANNUAL RENEWAL - 250GB BASE LICENSE • Year 5 - Waived	USD 0.00	1	USD 0.00
NEXUS Subscription (July 2029) TOTAL:					USD 72,408.00

Annual Payment Schedule

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0667370	WMAIN-00	NEXUS Subscription - July 2025	USD 82,308.00	1	USD 82,308.00
QL-0667371	WMAIN-00	NEXUS Subscription - July 2026	USD 72,408.00	1	USD 72,408.00
QL-0667372	WMAIN-00	NEXUS Subscription - July 2027	USD 72,408.00	1	USD 72,408.00
QL-0667373	WMAIN-00	NEXUS Subscription - July 2028	USD 72,408.00	1	USD 72,408.00
QL-0667374	WMAIN-00	NEXUS Subscription - July 2029	USD 72,408.00	1	USD 72,408.00
Annual Payment Schedule TOTAL:					USD 371,940.00

TOTAL: USD 371,940.00				
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Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

~~This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.~~

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Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, ^{as revised} including without limitation any Additional Terms and Conditions set forth below (if applicable) ("Additional Terms"), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, ^{as attached hereto and incorporated herein,} ~~currently available at safefleet.net/v-and-t-general-terms (as may be updated or~~

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~~amended by Safe Fleet from time to time in its discretion,~~ the “Ts&Cs”), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

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Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a “Conflict”) between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a “Provision”) of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

Sole Warranties. The warranties applicable to the products, services, and other matters set forth herein are available at [https:// www.safefleet.net/product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. ^{by Customer's Finance Department} Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer’s issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet’s ability to invoice Customer (or Safe Fleet’s right to payment of such invoice) as provided herein.

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Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer’s, and all Customer End Users’, configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User’s access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer’s account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than

the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet’s data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient’s email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer’s sharing of Customer Data with an inappropriate third party or Customer’s inappropriate sharing of protected Customer Data).

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The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Safe Fleet Nexus Customer Subscription Agreement Additional Terms and Conditions

1. Term. This subscription is a five-year commitment by Customer, as follows: The Initial Term of this Agreement shall begin on the Effective Date (as defined below) and, unless renewed or earlier terminated as provided in this Agreement, shall expire on the fifth anniversary of the Service Start Date (as defined below). “Effective Date” shall mean the earliest to occur of the following: (a) the date on which this Quote becomes fully executed by both Parties, (b) the effective date of the Accompanying Agreement (if any), (c) Safe Fleet’s acceptance of a Customer Purchase Order for any of the Software Services set forth in this Quote, or (d) the Service Start Date (as defined below). “Service Start Date” means the date Safe Fleet first makes available to Customer any of the Software Services set forth in this Quote. The Parties may renew this Agreement for additional years upon execution of a new quote or other written renewal executed by both Parties. New devices and services may require additional quotes and be subject to additional terms. Safe Fleet will not authorize, and will have no obligation to provide, any Services prior to the Effective Date.

2. Storage. Customer may store unlimited Customer Data in Customer's cloud instance of the Software Services, provided that such Customer Data originates from a Safe Fleet in-car video system, Automated License Plate Reader (ALPR) solution, Safe Fleet body-worn camera, Safe Fleet Interview Room, or any other Safe Fleet authorized video/audio capture device (any of the foregoing, a "Safe Fleet Device"); and further provided that:

- (a) if this Quote sets forth per-GB (or other unit of storage) pricing for storage, then Safe Fleet may invoice Customer at such rate for all storage used;
- (b) if this Quote sets forth flat-fee pricing for storage, then Customer acknowledges and agrees that Safe Fleet's ability to offer, and continue to offer during the Term, such pricing is conditioned on Customer transparently providing accurate and up-to-date information about Customer's document retention policies and abiding by such policies during the Term; and, without limiting the foregoing:

- (i) Customer will provide Safe Fleet a copy of its then-current document retention policy ~~prior to signing this Agreement~~ **within a reasonable time period after the written request of Safe Fleet** (the "Initial Policy"), which copy shall be complete, accurate, and up-to-date; INT _____
- (ii) Customer will provide Safe Fleet a copy of any revised, updated, or otherwise modified version of its document retention policy (any of the foregoing, a "Revised Policy") within 30 days of the ~~effective date of~~ **written request of Safe Fleet for** such Revised Policy; INT _____
- (iii) Customer will comply with each policy described in clauses 2(b)(i) and 2(b)(ii) at all times same is in effect during the Term;
- (iv) If this Quote sets forth any storage cap or assumption, then Customer will not exceed same at any time during the Term;
- (v) Customer will pay all Adjusted Fees (as defined below) within 30 days of receipt of invoice; INT _____
- (vi) ~~Customer will, within 10 business days of Safe Fleet's request, provide all information and records reasonably requested by Safe Fleet from time to time during the Term in order to assess Customer's compliance with any of the foregoing in clauses 2(b)(i) through 2(b)(v) inclusive;~~ **To the extent permissible under North Carolina law, by Customer's Finance Department** INT _____
- (vii) Safe Fleet may, in its sole discretion, adjust the Fees payable in connection with this Agreement (and immediately invoice Customer for the difference between the Fees stated in this Quote and such increased Fees)--in an amount mutually agreed by the Parties, or, if the Parties do not mutually agree on such an amount within 30 days of Safe Fleet's initial proposal to increase fees, then at the rate set forth above in this Quote (or, if no such rate is stated, at Safe Fleet's then-current rate)--if (x) Customer breaches any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, or (y) Safe Fleet in good faith determines that any Revised Policy may increase Customer data usage assumed by Safe Fleet based on the Initial Policy (any Fees adjusted as provided in this paragraph, the "Adjusted Fees"); and
- (viii) Safe Fleet may suspend any or all Software Services (including, for clarity, Customer's access thereto) if Safe Fleet in good faith determines that Customer has likely breached, or is likely to breach, any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, until such time as Safe Fleet in good faith determines that Customer has remedied same, and, for clarity, Safe Fleet will have no liability for failing to provide Software Services during such time; and
- (ix) Safe Fleet may terminate this Agreement, in whole or in part, upon no less than five business days' prior written (email being sufficient) notice if Customer breaches any of the foregoing in clauses 4(b)(i) through 4(b)(vi) inclusive.

(c) Safe Fleet may, in all cases, invoice Customer at the rate set forth above in this Quote (or, if no such rate is stated, Safe Fleet's then-current rate) for storage of any Customer Data that (i) did not originate from a Safe Fleet Device, or (ii) results from any full-shift recording policy or practice. Full-shift recording is not supported and is not included in the pricing offered herein; and

(d) Safe Fleet may place any or all Customer Data that Customer has not viewed or accessed for six months into archival storage; Customer Data in archival storage may not be immediately available to Customer and may take up to 24 hours to access.

3. Applicable Terms and Conditions. In addition to the Ts&Cs (~~currently available at www.safefleet.net/v~~
~~and t general terms~~) and Warranty Documentation (currently available at www.safefleet.net/product-and-
service-warranties) referenced elsewhere in this Quote, this Quote is subject to and governed by, and hereby
incorporates as if fully set forth herein, the following: INT _____

(a) for all orders subject to these Additional Terms and Conditions, the Safe Fleet Law Enforcement Division
Service Level, Support, and Maintenance Agreement (~~currently available at www.safefleet.net/support~~
~~and maintenance terms~~); and (b) to the extent this Quote sets forth any preventative maintenance services,
the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions
(currently available at www.safefleet.net/pmprogram-additional-terms). In addition, the Parties may by mutual
written agreement enter into one or more Statements of Work hereunder setting forth further detail regarding
Services to be provided pursuant to this Agreement; all such Statements of Work (if any) shall be subject to
the terms and conditions set forth in this Agreement. By signing this Quote (or, if this Quote is unsigned, the
Accompanying Agreement), you represent that you are lawfully able to enter into contracts and have legal
authority to bind the entity (including but not limited to company, municipality, or government agency) you
represent.

The parties hereto agree to the terms of Exhibit A, which is attached hereto and incorporated herein by reference. INT _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their
respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Union County Sheriff's Office (Monroe, NC)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Brian W. Matthews

Title: _____

Title: _____

County Manager

Dated: _____

Dated: _____

Purchase Order

N/A

Approved as to Legal Form RLM

This instrument has been preaudited in the manner required
by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

EXHIBIT A

Additional Terms and Conditions

- I. At COBAN Technologies, Inc.'s sole expense, COBAN Technologies, Inc. ("Contractor") shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000	Claims Made
\$3,000,000	Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Sheriff's Office
 - Contract #: 9496
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Risk Manager
 - 500 North Main Street
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not

limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- IV. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

Safe Fleet Video & Telematics (“V&T”) Products and Services

Standard Customer Terms & Conditions (“Terms”)

Safe Fleet’s video and telematics products and services are sold and delivered under a variety of brand names, including Safe Fleet®, Seon®, FleetMind®, MobileView®, COBAN®, Mobile-Vision™, Rear View Safety™ and RVS®. These brands and associated businesses are owned and operated through Safe Fleet Acquisition Corp. and its wholly-owned subsidiaries, including FleetMind Seon Solutions, Inc., Seon System Sales, Inc., Seon Design (USA) Corp., COBAN Technologies, Inc., SF Mobile-Vision, Inc., and Rear View Safety LLC.

1. APPLICABILITY

1.1 These Terms, together with (a) the applicable statement(s) of work (“**SOW**”), printed or digital proposal, quote, confirmation or acknowledgment of sale, invoice, license, subscription, app store or online order form or EULA, email or other electronic receipt or acknowledgment of an order, other agreement, or similar documentation (any and all of the foregoing, the “**Safe Fleet Sales Document**”) which accompanies and/or references these Terms and is provided directly or indirectly by Safe Fleet Acquisition Corp. or its applicable subsidiary named therein (“**Safe Fleet**”) to the Customer named therein (“**Customer**,” together with Safe Fleet, the “**Parties**,” and, each, a “**Party**”), and which (i) is executed by Customer; (ii) is attached (e.g., as an exhibit, schedule, or other attachment) to, referenced in, incorporated into, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document that is provided by Customer and executed by both Parties (an “**Accompanying Agreement**”); or (iii) is otherwise accepted by Customer (including by Customer’s issuance of a purchase order for any of the Safe Fleet V&T Offerings set forth in the Safe Fleet Sales Document) (any and all of the foregoing in this clause (a), the “**Sales Confirmation**”); and (b) the Accompanying Agreement, if any (collectively with these Terms and the Sales Confirmation, this “**Agreement**”), are the only terms which govern the sale of Safe Fleet V&T Offerings (as defined below) to such Customer and such Customer’s access thereto and use thereof.

1.2 “**Safe Fleet V&T Offerings**” means all of the following goods, products and services (but excluding, in all cases, the Excluded Items, as defined below):

- (a) All V&T-related hardware products and parts specified in the Sales Confirmation (“**Hardware**”);
- (b) All software-as-a-service, web-based and/or cloud-based services specified in the Sales Confirmation (“**Cloud Services**”);
- (c) The object code versions of (i) any software which is embedded in, and integral to the operation of, any Hardware (“**Firmware**”), together with (ii) software provided by Safe Fleet for download to or installation on any Customer equipment or device in connection with services specified in the Sales Confirmation (all software described in clauses (i) and (ii), together, the “**Software**”; together with Cloud Services, “**Software Services**”);
- (d) All content, data, and information incorporated, included, or delivered directly or indirectly by Safe Fleet with or in the Hardware, Software Services, or Customer Support Services, excluding the Documentation (“**Safe Fleet-Provided Data**”); and
- (e) Any services or other assistance in connection with Third-Party Proceedings, as contemplated by Section 4.2 (“**Third-Party Dispute Assistance**”), together with all installation, maintenance, support, customization, development, coding, and related services provided by or on behalf of Safe Fleet with respect to Hardware and/or Software Services, in each case as specified in the Sales Confirmation (collectively, “**Customer Support Services**”; collectively with Software Services, “**Services**”).

1.3 “**Documentation**” means and all user manuals and other documentation provided with any Safe Fleet V&T Offerings or otherwise incorporated, included, embodied, embedded, linked, bundled or delivered therewith or therein or made a part thereof, or published or otherwise made available from time to time by Safe Fleet in respect thereof.

1.4 “**Excluded Items**” means each of the following:

- (a) All hardware provided to Customer by a third party, or otherwise obtained by Customer independently of Safe Fleet; and
- (b) All Customer Software (as defined below) and all Third-Party Dependent Software (as defined below). “**Customer Software**” means any and all software (whether software-as-a-service, web-based and/or cloud-based services, or downloadable or installable software) developed, provided, or made available by or (other than by Safe Fleet pursuant to this Agreement) on behalf

of Customer. “**Third-Party Dependent Software**” means any and all third-party software (whether software-as-a-service, web-based and/or cloud-based services, or downloadable or installable software) which is or was (i) provided or made available to Customer directly by a third party, or otherwise obtained by Customer independently of Safe Fleet, and/or (ii) Third-Party Licensed Software (as defined below) which is not Embedded Third-Party Software (as defined below). “**Third-Party Licensed Software**” means any and all software (whether software-as-a-service, web-based and/or cloud-based services, or downloadable or installable software) which is subject to any agreement other than this Agreement, including any free or open-source license or any other license agreement (including any clickwrap or browsewrap license, terms of use, or terms of service) between Customer and any third party (any of the foregoing, a “**Third-Party License**”). “**Embedded Third-Party Software**” means any and all Third-Party Licensed Software which is included, incorporated, embedded, or embodied in Software Services provided directly to Customer by Safe Fleet.

1.5 Safe Fleet V&T Offerings often include, incorporate, embed, embody, and/or are linked to or bundled or delivered with (any of the foregoing, “**Incorporate**”), Third-Party Solutions. “**Third-Party Solutions**” means any product or service provided by an entity (other than Safe Fleet or its affiliates) which is a supplier, contractor, subcontractor, agent, or representative (any of the foregoing, a “**Third-Party Supplier**”) of Safe Fleet or any of its affiliates. Certain Third-Party Suppliers providing Third-Party Solutions require Safe Fleet to pass such Third-Party Supplier’s terms and conditions through to Safe Fleet’s direct and/or downstream customers and users. To the extent that any Safe Fleet V&T Offerings hereunder Incorporate any such Third-Party Solution, the terms and conditions available at <http://www.safefleet.net/third-party-terms> which are applicable to such Third-Party Solution are hereby incorporated into and made a part of this Agreement, and Customer agrees to comply with same.

1.6 This Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral, with respect to the Safe Fleet V&T Offerings. The Parties expressly agree that, notwithstanding anything to the contrary in any Accompanying Agreement, purchase order, contract, or other terms and conditions published, provided or made available by Customer (“**Customer Terms**”), including any provision thereof relating to order of precedence, conflicts or “battle of the forms,” (a) neither fulfillment of Customer’s order, nor any other act or omission of Safe Fleet, shall be deemed to constitute acceptance of any Customer Terms or to modify or amend this Agreement, (b) unless, and solely to the extent, prohibited by applicable law, and except for any Accompanying Agreement executed by both Parties, Safe Fleet rejects all Customer Terms, all of which shall be deemed null and void and of no effect; (c) in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a “**Conflict**”) between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a “**Provision**”) of an Accompanying Agreement and any Provision of these Terms, these Terms shall prevail and control; (d) Customer and Safe Fleet intend these Terms to be, and these Terms shall be deemed to be, an amendment to any Conflicting Provision of any Accompanying Agreement; and (e) no amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each of Customer and Safe Fleet.

2. **HARDWARE**

This Section 2 applies only if and to the extent the Sales Confirmation provides for the sale of any Hardware.

2.1 Delivery of Hardware. The Hardware will be delivered (a) within a reasonable time after the later of execution by the last Party of the Sales Confirmation or Safe Fleet’s written confirmation of acceptance of Customer’s purchase order (if any) (an “**Accepted Purchase Order**”), subject to availability of finished Hardware, and (b) unless otherwise expressly and mutually agreed in writing by the parties, using Safe Fleet’s standard methods for packaging and shipping such Hardware. Safe Fleet shall not be liable for any delays, loss, or damage in transit. Safe Fleet may, in its sole discretion, without liability or penalty, make partial shipments of Hardware to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in full or partial fulfillment of Customer’s Accepted Purchase Order and/or the applicable Sales Confirmation. Any liability of Safe Fleet for non-delivery of the Hardware shall be limited to replacing the Hardware within a reasonable time or adjusting the invoice respecting such Hardware to reflect the actual quantity delivered, in Safe Fleet’s discretion. Except as expressly provided in this Agreement, Customer has no right to return Hardware purchased under this Agreement to Safe Fleet.

2.2 Shipping; Title and Risk of Loss. Safe Fleet shall make delivery of Hardware in accordance with the terms on the face of the Sales Confirmation; provided that, unless otherwise expressly provided thereon, deliveries of Hardware by Safe Fleet to Customer shall be made F.O.B. Safe Fleet’s shipping point designated by Safe Fleet to Customer (the “**Delivery Point**”). Risk of loss and title pass to Customer upon release of the Hardware (including, for clarity, any Amortized Hardware) by or on behalf of Safe Fleet at such Delivery Point, subject to Section 5.1(e). As collateral security for the payment of the purchase price of such Hardware, Customer hereby grants to Safe Fleet a lien on and security interest in and to all of the right, title and interest of Customer in, to and under such Hardware, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the

foregoing. The security interest granted under this provision constitutes a purchase money security interest under (a) if Customer's address identified on the Sales Confirmation is in the United States of America (the "U.S."), the Uniform Commercial Code as in effect in the State of Washington, USA, or (b) if Customer's address identified on the Sales Confirmation is in Canada or another location outside the U.S., the legal authority governing secured transactions most closely corresponding to such Uniform Commercial Code which applies in such non-U.S. jurisdiction. "**Amortized Hardware**" means any Hardware for which Customer is permitted, pursuant to the Sales Confirmation or other agreement between the Parties, to pay Fees in any manner other than in one up-front, lump-sum payment of the full cost of such Hardware.

2.3 Inspection. Customer shall inspect the Hardware within 5 business days of receipt ("**Inspection Period**"). Customer will be deemed to have accepted the Hardware unless it notifies Safe Fleet in writing of any Nonconforming Hardware during the Inspection Period and furnishes such written evidence or other documentation as is required by Safe Fleet. "**Nonconforming Hardware**" means only Hardware that is different from the Hardware identified in Customer's Accepted Purchase Order (if any) or the applicable Sales Confirmation. Except as provided in Section 2.4 concerning RVS's return policy, in no event shall Safe Fleet be obligated to accept returns of (or issue any credit or refund for) any Hardware, unless (a) such Hardware constitutes Nonconforming Hardware and (b) Customer has obtained prior approval thereof from a sales representative of Safe Fleet, as evidenced by a return authorization (RA) number issued by Safe Fleet with respect to such specific Hardware. With respect to any such returns of Hardware, Safe Fleet shall have the right, in its sole discretion, to either (i) replace it with conforming Hardware or (ii) credit or refund the price paid for such Hardware by Customer, in each case subject to the conditions applied by Safe Fleet in its discretion. Safe Fleet shall not be obligated to accept any cancellations of orders for Hardware or any rescheduling of deliveries of Hardware requested by Customer, and, in the event of any such acceptance by Safe Fleet, Safe Fleet reserves all rights to charge Customer for recovery of Safe Fleet's costs and losses of profit incurred by Safe Fleet as a result of any such cancellation or rescheduling. Any returns of Hardware resulting from Customer error, or any other return of Hardware that neither constitutes Nonconforming Hardware nor (in the case of RVS-branded Hardware) is permitted by Section 2.4, may be accommodated by Safe Fleet in its discretion, but subject to a restocking charge equal to the greater of (x) 20% of the price of such returned Hardware or (y) \$50. In no event shall special order or custom Hardware be eligible for return. Customer acknowledges and agrees that the remedies set forth in this Section 2.3 are Customer's exclusive remedies for the delivery of Nonconforming Hardware. Except as provided in this Section 2.3, Section 2.4 below, or the Warranty Documentation (as defined below), all sales of Hardware to Customer are made on a one-way basis, and Customer has no right to return to Safe Fleet any Hardware purchased under this Agreement (including any purchase order).

2.4 RVS Return Policy. Subject to the remainder of this Section 2.4, and further subject to Section 2.5, Customer may return any Hardware sold by Safe Fleet's RVS brand ("**RVS Hardware**") within 30 days of receipt, for any or no reason, in exchange for either another unit of such RVS Hardware or a refund of the amount paid by Customer for such RVS Hardware less all shipping fees paid by Safe Fleet for same (in Customer's discretion). Safe Fleet will issue such refunds on returned items in the same payment form as tendered at the time of purchase, after receiving the returned unit. It may take three to five business days for a credit to appear on Customer's credit card statement. If payment was made by check, no refund check will be issued prior to 10 business days from the date of purchase. Subject to Section 2.5, Safe Fleet may, in Safe Fleet's sole discretion, refuse any return, or accept such return subject to Customer's payment of a 15% restocking fee, if Customer fails to comply with any of the following conditions: (a) Customer must first obtain an RMA (Return Merchandise Authorization) number by completing and submitting the form available at rearviewsafety.com/rma; (b) any RMA form received by Safe Fleet more than two weeks from issuance of the RMA will be invalid and Safe Fleet may reject return of the affected item; (c) Customer must ship the item together with all accessories in a shipping carton with the RMA number clearly written on the outside of the box; (d) damaged items, including items with a cut or damaged cable, may not be returned unless Customer can demonstrate that Customer received such item in such condition; (e) Customer must include the invoice and reason for return with item, including a description of any defect; (f) Customer must ship the item via insured ground service with a tracking number, at Customer's sole risk (with Safe Fleet having no liability or responsibility for lost or damaged returns); (g) Customer must solely pay all shipping charges; (h) Customer must ship all pre-authorized returned items to: RMA#, 1797 Atlantic Avenue, Brooklyn, NY 11233.

2.5 P&D Solution Additional Terms. (a) This Section 2.5 applies only to Safe Fleet V&T Offerings which are part of the P&D solution, which is currently offered by Safe Fleet's RVS and/or AMFS brands, including via the website at pd.rearviewsafety.com, and including any Safe Fleet V&T Offering sold by Safe Fleet's RVS brand using a Part ID beginning with the letters "PD" (any of the foregoing, a "**P&D Offering**"). Safe Fleet offers P&D Offerings to Customers in connection with such Customers' role as FedEx suppliers. For clarity, Safe Fleet's RVS brand may subcontract, assign, or otherwise transfer some or all of the Services which are part of the P&D Offerings to other Safe Fleet affiliates, including American Midwest Manufacturing Inc. d/b/a American Midwest Fleet Solutions, or AMFS, and/or to Third-Party Suppliers, including third-party installers. (b) Unless otherwise agreed by Safe Fleet in writing, Customer must, at or prior to the time of purchase, provide a credit card number that remains valid through the end of the Term with sufficient credit throughout the Term to permit Safe Fleet to be paid for all amounts chargeable under this Agreement. (c) Due to the custom nature of the P&D Offerings required by FedEx, except in the event Customer is terminated as a FedEx supplier between the time of purchase and fulfillment of an order (and, in such case, only provided that Customer and/or

FedEx confirm same to Safe Fleet's satisfaction with reasonable documentation), orders for P&D Offering Hardware are not cancellable; in the event of a purported cancellation other than as permitted by the foregoing, Customer will remain liable for an amount equal to the full price of such Hardware as set forth in the Sales Confirmation. (d) In all cases, subject only to Section 2.3 and the applicable Warranty Documentation, P&D Offering Hardware is not returnable; in the event of any purported return other than as permitted by the foregoing, Customer will remain liable for an amount equal to the full price of such Hardware as set forth in the Sales Confirmation. (e) Fees for installation Services are payable in advance and are not refundable under any circumstances unless (i) Safe Fleet informs Customer that installation is not available within 14 days of Customer's purchase of same, and (ii) Customer provides Safe Fleet notice of cancellation of such installation Services within three business days of learning of such unavailability. (f) Customer acknowledges that prices for installation Services set forth in the Sales Confirmation are based on the assumption that Customer will, at the time scheduled for installation, accurately, completely, and in a timely fashion provide, in good working condition, all resources, including, as applicable, site access, on-site personnel, vehicles, equipment, assets, parts and/or products, as communicated by Safe Fleet and/or the Third-Party Supplier to Customer (any of the foregoing, an "Installation Dependency"). Provision of any of the foregoing more than one hour after the scheduled installation time will be deemed untimely and a failure to provide the applicable Installation Dependency. If Customer, in whole or in part, fails to so provide any Installation Dependency with respect to any vehicle(s), Safe Fleet will have no obligation to provide the applicable installation Services for such vehicle(s) and Customer will forfeit (and Safe Fleet will have no obligation to refund) the Fees applicable thereto; for clarity, in such event, Customer will be required to pay the full installation Fee applicable to such vehicle(s) again in order to reschedule installation Services for such vehicle(s). (g) If any cancellation, return, postponement, failure to provide Installation Dependencies, delay, or downtime described in clauses 2.5(c) through (f) causes Safe Fleet to be liable to any Third-Party Supplier for any amounts in excess of the amounts described in such clauses, Customer shall be liable to Safe Fleet for such greater amount plus a reasonable margin determined by Safe Fleet. (h) Customer hereby authorizes Safe Fleet, whether during or after the Term, to charge Customer's credit card for all liabilities, fees, and other amounts set forth in this Section 2.5 and to retain the proceeds thereof.

3. SOFTWARE SERVICES

This Section 3 applies only if and to the extent that the Sales Confirmation and/or SOW provides for the provision of any Software Services.

3.1 License and Use. Subject to Customer's compliance with the terms and conditions of this Agreement, including Customer's payment and confidentiality obligations, Safe Fleet hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right and license (X) to internally copy and install the Software (if applicable, and to the extent permitted by the Sales Confirmation) at or on Customer facilities, vehicles, and/or equipment, and (Y) during the License Term, as defined in Section 5.1 below (except with respect to Firmware, in which case this license shall be perpetual, provided, however, that Safe Fleet shall have no obligation to provide any new version, update, revision, enhancement, improvement, patch, or modification of or to any Firmware following the License Term), to access and use the Software Services, in all cases solely (a) in accordance with the applicable Sales Confirmation and all applicable statutes, laws, ordinances, regulations, rules, codes, constitutions, treaties, common law, governmental orders or other requirements or rules of law of any governmental authority now or hereafter in effect (collectively, "Laws"), and (b) for the internal business purposes of Customer and not for resale, redistribution, or any other use of any kind by or for the benefit of any other person or entity, and (c) subject to any additional restrictions that may be set forth in such Sales Confirmation, and (d) for clarity, in object code form only. Customer agrees not to, directly or indirectly: (i) sell, resell, lease, sublease, license, sublicense, publicly display, distribute or permit the use of any Software Services (or any content or materials of any kind provided as part of the Software Services) by any party other than Customer, or (ii) access or use the Software Services (or any portion thereof) (A) by any means other than through an interface provided by Safe Fleet for such purpose or (B) in violation of any of the foregoing clauses (a) through (d). Customer shall not, and shall not permit any other person or entity to, decipher, adapt, translate, disassemble, decompile, reverse engineer, reengineer, or otherwise seek to duplicate the performance or characteristics of, the Software, the other Software Services, or any portion of either thereof, or use any robot, spider, search/retrieval application, or other manual or automatic device or technique to extract, "scrape," collect, retrieve, index, "data mine," copy, catalog, download or otherwise reproduce, store or distribute information or content available on the Software Services (including information about other individuals or entities using the Software Services or any portion thereof), or in any way reproduce or circumvent the navigational structure or presentation of the Software Services (or any portion thereof), or use the Software Services in any way that infringes any Intellectual Property Rights in the Software Services or for any unlawful, unconstitutional, or unauthorized purpose. The Software Services may be used only by (I) individual employees of Customer and (II) solely to the extent specifically permitted by the Sales Confirmation or otherwise agreed in writing by Safe Fleet, authorized agents or independent contractors of Customer, provided same are acting solely on behalf of Customer (each of the parties described in the foregoing clause (I) or (II), a "**Customer End User**"). Customer agrees to cause all Customer End Users to comply fully with this Agreement and shall be fully responsible for the activities of each Customer End User and liable under this Agreement for any and all acts or omissions of any such Customer End User which, if taken or made by Customer, would breach any provision of this Agreement or otherwise subject Customer to any liability in connection with this Agreement. If the Software Services portion of the Sales Confirmation references a number of sites, servers, devices, instances, vehicles, offices, or other facilities or equipment

(any of the foregoing, “**Instances**”), then Customer may only install and use the applicable Software Services at or on up to such number of Instances. If the Software Services portion of the Sales Confirmation references a number of logins, accounts, subscriptions, users, or any similar phrase (“**Logins**”) with respect to any Software Services, then only the number of Customer End Users so referenced may access and use such Software Services hereunder. Each Login must be assigned to one individual employee of Customer only. Neither Logins, nor Instance licenses, may be shared, transferred, or reassigned without Safe Fleet’s prior written consent.

3.2 Provision of Software Services. Customer shall bear any telecommunication and network costs and other charges related to its access or retrieval of the Software Services. Customer shall maintain adequate security precautions to prevent unauthorized access to or distribution of the Software Services by any means or channels, consistent with then-current industry technology standards, including the use of secure servers, protective firewalls and a user authentication system. Upon Safe Fleet’s request, Customer shall provide information reasonably related to the security measures it undertakes in connection with its receipt, access to and use of the Software Services and any failure thereof or security breach related thereto. If Safe Fleet changes the content, format, medium, or means of access to or delivery of any of the Software Services generally for its customers, it may do so in the same manner for Customer (in the case of any such change which is material, upon at least 30 days’ prior written notice).

4. CUSTOMER SUPPORT SERVICES *** and to the extent permissible under applicable North Carolina law INT**

This Section 4 applies only if and to the extent the Sales Confirmation provides for the provision of any Customer Support Services and/or Customer requests any Third-Party Dispute Assistance.

4.1 Provision of Customer Support Services Generally. With respect to any Customer Support Services identified in the Sales Confirmation, (a) Safe Fleet shall use reasonable efforts to meet any performance dates to render the Customer Support Services as specified in the Sales Confirmation, and any such dates shall be estimates only, and (b) Customer shall (i) cooperate with Safe Fleet in all matters relating to the Customer Support Services and provide such access to Customer’s premises, vehicles, and facilities as Safe Fleet may reasonably request for the purposes of performing the Customer Support Services; (ii) respond promptly to any Safe Fleet request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Safe Fleet to perform Customer Support Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Safe Fleet may reasonably request to carry out the Customer Support Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable Laws in relation to the Customer Support Services before the date on which the Customer Support Services are to start (and thereafter for so long as shall be legally required). If Safe Fleet’s performance of its obligations under this Agreement is prevented, impeded or delayed by any act or omission of Customer or any of its officers, directors, employees, owners, consultants or agents (collectively, “**Customer Parties**”), including any failure by any of the foregoing to perform, or delay by any of the foregoing in performing, any of their obligations pursuant to this Agreement, Safe Fleet shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer or any other party, in each case to the extent arising directly or indirectly from such prevention, impediment or delay. Fees for installation Customer Support Services cover the scheduled installation time in a single location only; if Safe Fleet is required to return to the site at a later date or to perform offsite installation work, e.g., if Customer does not make all applicable vehicles present and available at such location at such time, additional Fees (as defined in Section 5.7), including labor and associated travel costs, may apply. The Parties acknowledge and agree that, from time to time, it may become necessary to amend the Sales Documentation, including the scope of Customer Support Services, to accommodate Customer-requested changes, unforeseen issues, or for any other mutually agreed reason; in such a case, the Party requesting a change will provide a change request to the other Party, the Parties will cooperate and negotiate in good faith a mutually agreeable change order memorializing such changes, and no changes shall be binding on either Party, and Safe Fleet shall have no obligation to provide any additional Services, unless and until the Parties mutually agree to and execute a written change order (a “**Change Order**”) with respect to same.

4.2 Provision of Third-Party Dispute Assistance. “**Third-Party Proceeding**” means any legal, regulatory, administrative or other claim, demand, action, suit, or proceeding, other than any of same which is initially brought or made by one Party hereto against the other. With respect to any Third-Party Proceeding, Customer acknowledges and agrees that Safe Fleet shall have no obligation under this Agreement to provide documents, materials, equipment, testimony or other evidence, cooperation, support or assistance of any kind, except that Safe Fleet agrees to comply with the requirements of applicable Law, including any valid court order, provided that, with respect to any request or demand (including subpoena) by any third party for any of the foregoing, Customer shall, except to the extent prohibited by applicable Law, reasonably cooperate with Safe Fleet in any effort to quash, limit, or otherwise resist same. If Customer requests that Safe Fleet act as an expert or other witness to provide testimony or any evidence of any kind in connection with any Safe Fleet V&T Offerings provided hereunder, whether or not due to the request or demand (including subpoena) of any third party, Customer agrees to pay Safe Fleet at Safe Fleet’s then-current time and materials rates plus actual, reasonable expenses incurred in connection with fulfilling such Customer request.

4.3 Provision of Preventative Maintenance Services. Any preventative maintenance services set forth in the Sales Confirmation will be governed by the additional terms and conditions available at <http://www.safefleet.net/pmprogram-additional-terms>, which are hereby incorporated into and made a part of this Agreement.

4A. DATA PROCESSING PROVISIONS

All of the terms and provisions of this Section 4A (collectively, the “**Data Processing Provisions**”) apply to all Safe Fleet V&T Offerings set forth in the Sales Confirmation.

4A.1 Definitions of Terms Used in the Data Processing Provisions.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; and “control” means, for purposes of this definition, direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to any Data Protection Laws and Regulations and (b) is permitted to use any Services pursuant to this Agreement between Customer and Safe Fleet but has not entered into its own Sales Confirmation with Safe Fleet.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer Data**” has the meaning specified in Section 5.5(a) below.

“**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under this Agreement.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**Personal Data**” means any information constituting Customer Data and relating to (i) an identified or identifiable natural person and/or (ii) where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations, an identified or identifiable legal entity.

“**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller, including, as applicable, any “service provider” as defined by the CCPA.

“**Sub-processor**” means any Processor engaged by Safe Fleet.

4A.2 Applicability. (a) The Data Processing Provisions apply between (i) Safe Fleet and (ii) Customer, on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Safe Fleet processes Personal Data for which such Authorized Affiliates qualify as the Controller, it being understood and agreed that (A) an Authorized Affiliate is not and does not itself become a party to this Agreement (or any portion hereof) by virtue of Article 4A of these Terms, (B) Customer shall remain responsible for coordinating all communication with Safe Fleet under this Agreement and shall be entitled (and obligated) to make and receive any communication in relation to the Data Processing Provisions on behalf of its Authorized Affiliates, (C) each Authorized Affiliate shall be bound by the obligations of Customer under the Data Processing Provisions, (D) all access to and use of Services by Authorized Affiliates must comply with the terms and conditions of this Agreement, and (E) any violation of the terms and conditions of this Agreement by an Authorized Affiliate shall be deemed a violation by Customer. Subject to (and with the exception of) the immediately preceding sentence, for purposes of the Data Processing Provisions (and other provisions of this Agreement to the extent relating to the application of the Data Processing Provisions) only, and except where indicated otherwise, the term “Customer” shall include both Customer (as

otherwise defined in this Agreement) and its Authorized Affiliates. In the course of providing Services to Customer pursuant to this Agreement, Safe Fleet may Process Personal Data on behalf of Customer, and each of the Parties agrees, acting reasonably and in good faith, to comply with the Data Processing Provisions with respect to any Personal Data.

4A.3 Processing of Personal Data. (a) The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Safe Fleet is the Processor, and Safe Fleet may engage Sub-processors in accordance with Section 4A.6 below. (b) Customer shall, in its use of Services, Process Personal Data in compliance with all Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Safe Fleet as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility (i) for the accuracy, quality, and legality of Personal Data and means by which Customer acquired Personal Data and (ii) for determining the purpose and means of Processing Customer Data. Customer specifically acknowledges that its use of Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA. (c) Safe Fleet shall treat Personal Data as Confidential Information and shall Process Personal Data in accordance with Customer's documented instructions provided to Safe Fleet for the following purposes: (i) Processing in accordance with this Agreement; (ii) Processing initiated by users of Services in the course of such use; and (iii) Processing to comply with other documented reasonable instructions provided to Safe Fleet by Customer where such instructions are consistent with the terms of this Agreement. (d) The subject matter of Processing of Personal Data by Safe Fleet is the performance of Services pursuant to this Agreement. Wherever applicable under this Agreement, the nature and purpose of the Processing, the duration of the Processing, the categories of Data Subjects Processed, and the types of Personal Data Processed are as follows:

- **Nature and Purpose:** Safe Fleet will Process Personal Data as necessary or reasonably advisable to perform Services pursuant to this Agreement, as further specified in the Documentation, and as further instructed in accordance with this Agreement by Customer in its use of Services.
- **Duration:** Safe Fleet will Process Personal Data for the duration of this Agreement, unless otherwise mutually agreed upon in writing by the Parties.
- **Categories of Data Subjects:** Customer may submit or generate Personal Data via Services, the extent of which is determined and controlled by Customer in its sole discretion (but which, for the avoidance of doubt, Customer is obligated to ensure is in accordance with this Agreement and the Documentation), and which may include Personal Data relating to the following categories of Data Subjects, to the extent permitted under this Agreement and the Documentation:
 - Natural persons who are prospects, customers, business partners and vendors of Customer.
 - Employees or contact persons of Customer's prospects, customers, business partners and vendors.
 - Natural persons who are employees, agents, advisors, freelancers of Customer
 - Persons who are authorized by Customer to use Services.
 - Persons on or with respect to whom Services are operated or used (whether intentionally or incidentally), when operated or used by Customer, its employees, or its other authorized users.
- **Types of Personal Data:** Customer may submit or generate Personal Data via Services, the extent of which is determined and controlled by Customer in its sole discretion (but which, for the avoidance of doubt, Customer is obligated to ensure is in accordance with this Agreement and the Documentation), and which may include the following categories of Personal Data:
 - First and last name.
 - Professional title.
 - Professional position.
 - Employer.
 - Professional or personal contact information (such as company or institution, email address, phone number, physical address).
 - ID data.
 - Professional life data.
 - Personal life data.
 - Location / localization data.
 - Recorded audio or video files.
 - Criminal records.

4A.4 Rights of Data Subjects. Safe Fleet shall, to the extent legally permitted, promptly notify Customer if Safe Fleet receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or right not to be subject to an automated individual decision making, each such request being a "Data Subject Request." Taking into account the nature of the Processing, Safe Fleet shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in connection with its use of the Services, does not have the ability to address a Data Subject Request, Safe Fleet shall, upon Customer's reasonable written request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Safe Fleet is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws and Regulations. Unless and except to the extent prohibited by applicable law, Customer shall be responsible for (i) any and all costs arising from Safe Fleet's provision of such assistance and (ii) the ultimate handling of Data Subject Requests and communications with Data Subjects relating thereto.

4A.5 Safe Fleet Personnel. Safe Fleet shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to reasonable and appropriate confidentiality obligations which shall survive the termination of the personnel engagement. Safe Fleet shall take commercially reasonable steps in the ordinary course of business intended to (a) provide for the reliability of Safe Fleet personnel engaged in the Processing of Personal Data and (b) ensure that Safe Fleet's access to Personal Data is limited to those personnel performing Services in accordance with this Agreement.

4A.6 Sub-processors. Customer acknowledges and agrees that Safe Fleet may engage third-party Sub-processors in connection with the provision of Services, provided that such Sub-processors are responsible for affording data protection obligations with respect to Customer Data not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor. Upon Customer's written request, Safe Fleet shall make available to Customer the then-current list of Sub-processors for Services.

4A.7 Security Controls. During the Term (as defined in Section 5.1(a) below), Safe Fleet shall make commercially reasonable efforts to maintain reasonable and appropriate technical and organizational measures that are reasonably designed to afford protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data.

4A.8 Customer Data Incident Management and Notification. Safe Fleet shall make commercially reasonable efforts to (a) notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Safe Fleet or its Sub-processors (a "Customer Data Incident"), (b) identify the cause of such Customer Data Incident and take such steps as Safe Fleet deems necessary and reasonable to remediate the cause of such Customer Data Incident to the extent the remediation is within Safe Fleet's reasonable control; provided that none of the obligations pursuant to this Section 4A.8 shall apply to incidents that directly or indirectly arise from the use of Services by Customer or other users directly or indirectly provided access by Customer.

4A.9 Return and Deletion of Customer Data. Without limiting in any respect Safe Fleet's continuing rights with respect to Aggregate Anonymized Data pursuant to Section 5.5(d) below, upon Customer's written request, Safe Fleet shall return Customer Data to Customer and/or, to the extent permitted by applicable Laws, delete Customer Data, subject to and in accordance with applicable Laws and Safe Fleet's data retention policies in effect from time to time.

4A.10 Enforcing the Data Processing Provisions. To the extent that any of the Data Processing Provisions is prohibited or unenforceable under applicable Laws, (a) the same shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining Data Processing Provisions (or portions thereof) and (b) the Parties will attempt to agree upon a valid and enforceable provision(s) that is a reasonable substitute which shall be deemed incorporated herein.

5. GENERAL TERMS

This Section 5 applies to all Safe Fleet V&T Offerings set forth in the Sales Confirmation.

5.1 Term and Termination. (a) With respect to a particular Sales Confirmation, the term of this Agreement between Safe Fleet and Customer ("**Term**") shall commence on execution by both Parties of the Sales Confirmation and, unless earlier terminated in accordance with this Agreement, shall continue in effect until the expiration or earlier termination (either of the foregoing, "**Termination**") of the License Term (as defined below), or, if the Sales Confirmation does not set forth any Software Services, upon completion of any Customer Support Services set forth therein, or, if later, the end of the Inspection Period for all Hardware

*** may, upon written agreement between the parties,**

set forth therein. With respect to any Sales Confirmation setting forth any Software Services, unless earlier terminated in accordance with this Agreement, immediately upon expiration of the initial term set forth therein, or if no such term is set forth in the Sales Confirmation, a period of one year from the date Safe Fleet first makes the Software Services available to Customer (either of the foregoing, the **"Initial Term"**), (x) in the case of Coban-, Mobile Vision-, or Safe Fleet Law Enforcement-branded Software Services, unless either Party provides written notice of termination at least 30 days prior to the end of the Initial Term or then-current Renewal Term (as defined below), this Agreement ~~will automatically~~ ***** renew for successive one-month renewal terms, on the terms contained in this Agreement, provided that Safe Fleet may increase the Fees for Renewal Terms as set forth in the Sales Documentation, or, if the Sales Documentation is silent as to such increases, by an amount not to exceed 10% per year, or (y) in the case of all other Software Services, each Sales Confirmation ~~automatically shall~~ ***** renew on the terms contained in this Agreement, ~~for successive one year terms, unless either Party notifies the other in writing of its decision not to extend the expiring term of such Sales Confirmation at least 90 days prior to such term expiration,~~ provided that Safe Fleet may increase the Fees for Software Services up to 5% per Renewal Term (any of the foregoing in clauses (x) and (y), a **"Renewal Term,"** and all Renewal Terms together with the Initial Term, the **"License Term"**). (b) Except as applicable pursuant to Section 5.1(c) or 5.1(e) (in which case Section 5.1(c) or 5.1(e), as applicable, shall control), in the case of a material breach of this Agreement by a Party, the non-breaching Party may terminate the applicable Sales Confirmation(s) upon 30 days' prior written notice unless such material breach has been cured within such 30-day period, and upon any such termination by Safe Fleet under this Section 5.1(b), Safe Fleet may suspend any or all of the Services without prejudice to any further right or remedy Safe Fleet may have. (c) Either Party may terminate the applicable Sales Confirmation(s) immediately upon written notice to the other Party in the event that (i) the other Party has violated its obligations relating to payment, confidentiality, or Intellectual Property Rights hereunder or (ii) subject to applicable Law, the other party makes any assignment for the benefit of its creditors, files a petition under the bankruptcy laws of any jurisdiction, has appointed a trustee or receiver for its property or business or is adjudicated bankrupt or insolvent. If Safe Fleet gives or has the right to give notice under this Section 5.1(c), Safe Fleet may suspend any or all of the Services without prejudice to any further right or remedy Safe Fleet may have. (d) To the extent a Customer which is a governmental authority is permitted (by this Agreement or applicable Law or otherwise) to Terminate this Agreement (or any portion thereof) for lack of appropriations or other funding (either of the foregoing, **"Funding"**), such Termination is subject to the following requirements, in addition to the obligations set forth in Section 5.1(e): (i) Customer shall ~~only~~ have such right ~~one time per year~~, upon written notice to Safe Fleet within 30 days of Customer's first learning of such lack of Funding; (ii) Customer shall include, with such written notice, written documentation adequate to prove to Safe Fleet's reasonable satisfaction that such notice has been timely delivered to Safe Fleet and that Funding necessary for payments pursuant to this Agreement is no longer available; and (iii) such Termination shall be effective no earlier than the date on which such Funding actually expires. (e) Upon Termination of any Sales Confirmation(s) (or any portion thereof), or of this Agreement in its entirety, Customer shall (i) unless such Termination is made by Customer pursuant to Section 5.1(b) as a result of an uncured material breach by Safe Fleet, immediately, unconditionally and irrevocably pay Safe Fleet in full for all work in progress, all Services rendered, all inventoried or ordered Hardware, and all other costs incurred by Safe Fleet in connection with such Termination; and (ii) unless otherwise instructed by Safe Fleet, (A) promptly terminate all access to the affected Services (excluding, except in the case of termination by Safe Fleet pursuant to Section 5.1(b) or 5.1(c) (either of the foregoing, a **"Safe Fleet Termination"**), the Firmware); (B) not later than 30 days following such Termination, destroy, and remove from its storage and any and all systems, all versions and copies of any Safe Fleet Confidential Information and other Safe Fleet Property (as defined in Sections 5.6 and 5.5, respectively) relating to same (and in the event of Termination of all existing Sales Confirmations, all Safe Fleet Confidential Information and Safe Fleet Property), except, in each case, to the extent (and solely for so long as) Customer is legally required, pursuant to written advice of outside counsel, to retain Safe Fleet Confidential Information (in which case, for avoidance of doubt, all of same shall remain subject to all confidentiality restrictions set forth in these Terms, and may only be used to the extent necessary to comply with same), and excluding, except in the case of a Safe Fleet Termination, the Firmware; and (C) certify to Safe Fleet, in writing, the accomplishment of the foregoing clauses (A) and (B). (f) If Customer fails to pay when due the full amount of any Fees so due under this Agreement, and such failure continues for a period of 30 days after delivery of written notice thereof from Safe Fleet to Customer, then Safe Fleet may suspend any or all of the Services without prejudice to any further right or remedy Safe Fleet may have and Customer shall, at Safe Fleet's option in its sole discretion, be required either (i) to pay to Safe Fleet all remaining Fees, including for then-remaining periods of any subscriptions, on a fully accelerated basis, or (ii) to return all Safe Fleet-branded Hardware to Safe Fleet, in which case Customer hereby assigns all right, title, and interest thereto to Safe Fleet. (g) In addition to and without limiting Customer's obligations pursuant to Sections 5.1(d) and/or 5.1(e), in the event of Termination by Customer for any reason (including any permitted or purported termination for convenience or termination for lack of Funding), the effectiveness of such Termination shall be expressly conditioned upon Customer's prior satisfaction of the obligation to pay to Safe Fleet, within 30 days of such election to Terminate, a lump-sum payment of an amount equal to the total of all Fees payable pursuant to this Agreement ~~for the full Initial Term~~ ****** (for clarity, as if such earlier Termination did not occur), less only amounts actually paid by Customer to Safe Fleet pursuant to this Agreement prior to Termination. (h) The following Sections of this Agreement will survive expiration or earlier termination of this Agreement: Sections 2.5(h), 3.1 (with respect to Firmware only), 4.2, 5.1(e), 5.1(h), and 5.2 through 5.10. **** through the termination date** **INT _____**

5.2 Warranties. The Hardware and Software Services are covered by the applicable warranties (subject to the applicable conditions, qualifications and limitations) solely and exclusively as set forth in the warranty documentation available at

<http://www.safefleet.net/product-and-service-warranties> (the “**Warranty Documentation**”), which in its entirety is hereby incorporated into and made a part of this Agreement by this reference. In addition, Safe Fleet represents and warrants that it will perform the Customer Support Services in a professional and workmanlike manner (with Customer’s sole remedy for breach of the representation or warranty set forth in this sentence, notwithstanding Section 5.4, being Safe Fleet’s re-performance of any nonconforming Customer Support Services if Customer provides written notice of same to Safe Fleet within 30 days of performance of such Customer Support Services). EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE WARRANTY DOCUMENTATION OR THIS SECTION 5.2, (A) SAFE FLEET, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, CONSULTANTS, AGENTS, SUPPLIERS, LICENSORS AND ASSIGNS (COLLECTIVELY, THE “**SAFE FLEET PARTIES**”) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE (WHETHER OR NOT SUCH PURPOSE OR USE HAS BEEN DISCLOSED) AS TO THE SAFE FLEET V&T OFFERINGS, OR ANY COMPONENT OF ANY OF THEM, OR THE RESULTS OBTAINED BY THEIR USE, OR AS TO THE PERFORMANCE THEREOF, INCLUDING ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS, OR DELAYS IN SUCH PERFORMANCE, AND (B) THE SAFE FLEET V&T OFFERINGS (AND ALL COMPONENTS THEREOF) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER’S USE THEREOF AT ALL TIMES IS AND SHALL BE AT CUSTOMER’S OWN RISK.

5.3 LIMITATION OF LIABILITY.

EXCEPT AS PROVIDED IN THE ACCOMPANYING AGREEMENT OR ANY ATTACHMENT THERETO,

5.3.1 **UNLESS** IN NO EVENT SHALL ANY OF THE SAFE FLEET PARTIES BE LIABLE IN ANY RESPECT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM, TO CUSTOMER OR ANY OTHER PERSON OR ENTITY (a) WITH RESPECT TO ANY EXCLUDED ITEMS OR (b) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER SIMILAR FORM OF DAMAGES WHATSOEVER, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SAFE FLEET V&T OFFERINGS, OR ANY PORTION OF ANY OF THEM, INCLUDING LIABILITY OR DAMAGES FOR LOST PROFITS, LOST TIME OR GOODWILL, LOSS OF DATA, OR LOSS OF USE OF THE SERVICES (OR ANY PORTION THEREOF), IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE USE OF OR PERFORMANCE OF THE SAFE FLEET V&T OFFERINGS, IN EVERY SUCH CASE ~~EVEN IF~~ ANY OF THE SAFE FLEET PARTIES HAS BEEN ADVISED OF (OR OTHERWISE MIGHT HAVE ANTICIPATED) THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE STATED IN THE SALES CONFIRMATION WITH EXPRESS REFERENCE TO THIS SECTION 5.3.1, CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ALL CUSTOMER DATA. THE SAFE FLEET PARTIES SHALL NOT BE LIABLE (EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 5.4) FOR ANY CLAIMS AGAINST CUSTOMER BY ANY THIRD PARTIES. EXCEPT IN THE CASES OF FRAUD OR WILLFUL MISCONDUCT BY SAFE FLEET, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE SAFE FLEET PARTIES FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE SAFE FLEET V&T OFFERINGS, ANY OTHER SAFE FLEET PROPERTY AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, EXCEED, IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO SAFE FLEET FOR THE AFFECTED GOOD(S), SERVICE(S), AND/OR ADDITIONAL SERVICE(S) UNDER THE APPLICABLE SALES CONFIRMATION THAT GAVE RISE TO SUCH CLAIM FOR THE SIX MONTHS PRIOR TO THE TIME SUCH LIABILITY AROSE.* ~~NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER SUCH ACTION HAS ACCRUED.~~ THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 5.3 ARE A MATERIAL PART OF THE BARGAIN. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH PROVISIONS. EACH PARTY ACKNOWLEDGES AND AGREES THAT THESE PROVISIONS SHALL APPLY WHETHER OR NOT THE REMEDIES ALLOWED UNDER THIS AGREEMENT ARE DEEMED ADEQUATE AND WHETHER OR NOT SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

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5.3.2 CUSTOMER ACKNOWLEDGES AND AGREES, AND IS HEREBY EXPRESSLY WARNED, THAT THE INSTALLATION OF AFTER-MARKET EQUIPMENT IN MOTOR VEHICLES CAN COMPROMISE A VEHICLE'S SAFETY-RELATED DESIGN CHARACTERISTICS, INCLUDING AIRBAGS (INCLUDING POTENTIAL OBSTRUCTION OF AIRBAG DEPLOYMENT), PASSENGER COMPARTMENT (INCLUDING POTENTIAL FOR ERGONOMIC PROBLEMS AND PHYSICAL OBSTACLES), AND TRUNK/GAS TANK PROTECTION (INCLUDING THE POTENTIAL FOR TRUNK-MOUNTED EQUIPMENT TO EXACERBATE TANK VULNERABILITY IN A REAR COLLISION), AND THAT INJURY MAY BE CAUSED BY ANY DEVICE MOUNTED IN A MOTOR VEHICLE, INCLUDING IN THE EVENT OF VIOLENT MANEUVERS, COLLISIONS, OR OTHER CIRCUMSTANCES, EVEN THOUGH SUCH DEVICES ARE INSTALLED AND USED ACCORDING TO INSTRUCTIONS, AND CUSTOMER EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH SAME, ACKNOWLEDGES AND AGREES THAT ALL DECISIONS AS TO PLACEMENT OF THE HARDWARE AND OTHER INSTALLATION-RELATED DECISIONS AND OTHER ISSUES, ARE SOLELY CUSTOMER’S RESPONSIBILITY,

AND HEREBY FULLY, IRREVOCABLY, AND UNCONDITIONALLY RELEASES THE SAFE FLEET PARTIES FROM, ANY AND ALL ACTIONS, PROCEEDINGS, DAMAGES, PENALTIES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, FEES ~~(INCLUDING REASONABLE ATTORNEYS' FEES)~~, COSTS, AND LOSSES OF ANY KIND OR NATURE WHATSOEVER (ANY OF THE FOREGOING, A "LOSS") OF ANY SORT IN CONNECTION WITH, ARISING OUT OF, CAUSED BY, OR RELATING TO (ANY OF THE FOREGOING "RELATING TO") ANY OF THE FOREGOING. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF DIGITAL VIDEO SURVEILLANCE SYSTEMS, INCLUDING IN-VEHICLE SYSTEMS, AND/OR VEHICLE (INCLUDING SCHOOL BUS) ROUTING AND/OR TRACKING SYSTEMS, INVOLVES INHERENT RISKS, INCLUDING WITH RESPECT TO PRIVACY LAWS (INCLUDING THOSE INTENDED TO PROTECT CHILDREN) AND DATA SECURITY, AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR (A) DEVELOPING, IMPLEMENTING, AND MAINTAINING APPROPRIATE POLICIES AND PROCEDURES, INCLUDING SECURITY AND PRIVACY POLICIES AND OPERATING PROCEDURES, WITH RESPECT TO USE OF THE SAFE FLEET V&T OFFERINGS, AND ENSURING ON-GOING COMPLIANCE WITH ALL OF SAME AND WITH ALL APPLICABLE LAWS, INCLUDING, IN EACH CASE, WITH RESPECT TO THE CAPTURE, TRANSFER, AND MANAGEMENT OF DIGITAL IMAGES, AND THE USE OF DIGITAL IMAGES IN LEGAL PROCEEDINGS OR FOR ANY OTHER PURPOSE, AND WITH RESPECT TO THE COLLECTION, USE, STORAGE, PROCESSING, DISCLOSURE AND SHARING OF LOCATION INFORMATION AND PERSONAL DATA, AND (B) THE COMPLETENESS AND ACCURACY, AT ALL TIMES, OF THE CUSTOMER-PROVIDED DATA. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE WARRANTY DOCUMENTATION, SAFE FLEET IS SOLELY RESPONSIBLE FOR SAFE FLEET V&T OFFERINGS UP TO THE TIME OF DELIVERY, AND SAFE FLEET SHALL BEAR NO LIABILITY WHATSOEVER FOR, AND CUSTOMER HEREBY FULLY, IRREVOCABLY, AND UNCONDITIONALLY RELEASES THE SAFE FLEET PARTIES FROM ANY ALL LOSSES RELATING TO CUSTOMER'S OR ANY THIRD PARTY'S USE OF ANY SAFE FLEET V&T OFFERING, INCLUDING ANY AND ALL LOSSES RELATING TO CUSTOMER-PROVIDED DATA, PERFORMANCE DATA (INCLUDING THE CONTENT OF ANY VIDEO OR OTHER EVIDENCE OR INFORMATION CAPTURED OR STORED BY ANY SAFE FLEET V&T OFFERING, AND ANY PERSONAL DATA AND/OR LOCATION INFORMATION COLLECTED, USED, STORED, PROCESSED, DISCLOSED, OR SHARED BY OR ON BEHALF OF CUSTOMER BY ANY SAFE FLEET V&T OFFERING OR OTHERWISE) OR ANY OTHER CUSTOMER DATA. THIS SECTION 5.3.2 WILL NOT LIMIT SECTION 5.3.1 IN ANY WAY.

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5.3.3 WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO ANY V&T SERVICE OFFERINGS INCLUDING OR INCORPORATING ANY MAP OR GPS FUNCTIONALITY, SAFE FLEET DISCLAIMS ALL WARRANTIES RELATING TO THE ACCURACY OF THE MAPS, CONTENT, ROAD CONDITIONS, DRIVING DIRECTIONS, OR NAVIGATION ROUTES PRESENTED OR DISPLAYED IN OR BY SAME. CUSTOMER AGREES AND ACKNOWLEDGES THAT CUSTOMER ASSUMES FULL, EXCLUSIVE AND SOLE RESPONSIBILITY FOR THE USE OF AND RELIANCE ON SUCH V&T SERVICE OFFERING, THAT CUSTOMER'S USE OF OR RELIANCE ON THE SERVICE IS MADE ENTIRELY AT CUSTOMER'S OWN RISK, AND THAT IT IS CUSTOMER'S RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS (INCLUDING TRAFFIC LAWS) WHILE USING SAME. THE INFORMATION PROVIDED BY THE V&T SERVICE OFFERINGS IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED ON THE ROAD, AND IF THE INFORMATION PRESENTED ON THE ROAD (TRAFFIC LIGHTS, TRAFFIC SIGNS, POLICE PERSON, ETC.) IS INCONSISTENT WITH THE V&T SERVICE OFFERING, CUSTOMER MUST NOT, AND AGREES NOT TO, RELY ON THE V&T SERVICE OFFERING.

5.4 Indemnification. Safe Fleet, at its sole cost and expense, shall defend or settle any third-party legal action instituted against the Customer Parties (or any of them), to the extent (but solely to the extent) that it is based upon a claim that the authorized use of the Safe Fleet V&T Offerings, as delivered to Customer, without modification or alteration (except to the extent directed by Safe Fleet), directly infringes upon any United States copyright, trademark rights or trade secret rights of such third party, and Safe Fleet shall pay all damages attributed to such action that are finally awarded against any Customer Parties pursuant to a non-appealable order issued by a court of competent jurisdiction; provided that Safe Fleet shall have sole authority to defend or settle any such action. Safe Fleet's indemnification obligations pursuant to this Section 5.4 are further contingent upon (a) Customer's promptly notifying Safe Fleet in writing of such action (provided that lack of prompt written notice shall not abrogate Safe Fleet's indemnification obligations unless Safe Fleet is prejudiced thereby), (b)*Customer's providing Safe Fleet with all documentation, information and assistance requested by Safe Fleet (without requiring unreasonable incremental out-of-pocket expenditures to third parties unless at Seller's expense) to defend or settle such action; and (c) such action's not arising out of (i) any modification to any Safe Fleet V&T Offerings (or any portion thereof) not expressly authorized in writing by Safe Fleet or (ii) the use of Safe Fleet V&T Offerings in a manner that failed to comply with this Agreement or Documentation or was otherwise not intended. If any such action has been instituted, or in Safe Fleet's opinion might be instituted, Safe Fleet also may, in its sole discretion and expense, either: (i) obtain for Customer the right to continue using the Safe Fleet V&T Offerings at issue, or replace or modify the same, in any such case so that they may continue to be used in the manner contemplated by this Agreement; or (ii) if the foregoing alternatives are not reasonably practicable, as determined by Safe Fleet in its sole discretion, terminate this Agreement or the applicable Sales Confirmation(s) and refund to Customer a prorated portion of any prepaid Fees for such Safe Fleet V&T Offerings for the period that the same are not available or

usable. Safe Fleet may not, without the prior written consent of Customer, accept any settlement or compromise, or consent to any entry of judgment, with respect to any such action that (A) subjects any Customer Parties to injunctive or other equitable actions or orders, or (B) does not include as an unconditional term thereof the delivery by the claimant or plaintiff of a written release of the applicable Customer Parties from all liability in respect of such action. Customer shall have the right, at its own expense, to monitor the defense or settlement of such action through counsel of its own choosing. ~~The Safe Fleet Parties shall not be liable for any judgment, settlement, claim, demand, action, suit or proceeding (in each case, whether formal or informal) (any of the foregoing, a “Claim”), or any obligations, losses, damages, liabilities, penalties, costs, or expenses (including administrative costs, investigatory costs, litigation and settlement costs, and experts’, auditors’ and attorneys’ fees, expenses and disbursements) against any Customer Parties by any third parties except as specifically provided in this Section 5.4.~~

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5.5 Intellectual Property Rights. (a) “**Intellectual Property Rights**” means all industrial, intellectual property, and/or proprietary rights of any kind, including patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof) and any other governmental authority-issued indicia of invention ownership, trademarks and other designations of source or association, together with the goodwill symbolized by same (“**Trademarks**”), copyrights and other works of authorship or expression, all software and code owned by Safe Fleet, its affiliates or its or their direct or indirect licensors, including any firmware or other software included, incorporated, embedded, embodied, linked, or bundled in or otherwise made a part of (any of the foregoing, “**Incorporated**”) any of the Safe Fleet V&T Offerings, or any portion thereof, privacy and publicity rights, rights of attribution or integrity, artist’s or moral rights, trade secrets, know-how, Confidential Information, mask works, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered, and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction in any part of the world. (b) Safe Fleet acknowledges and agrees that, as between Customer and Safe Fleet, all right (including all Intellectual Property Rights), title, and interest in and to (i) all video and other evidence, materials, content, information, and data uploaded or otherwise provided directly or indirectly by Customer to Safe Fleet or any Safe Fleet V&T Offering (“**Customer-Provided Data**”), and (ii) all video and other evidence, materials, content, information, and data generated or created by the Customer’s use of the Safe Fleet V&T Offerings (“**Performance Data**,” and, together with the Customer-Provided Data, the “**Customer Data**”) are and at all times shall remain the sole and exclusive property of Customer, subject to the license granted to Safe Fleet pursuant to Section 5.5(d). (c) Customer acknowledges and agrees that, as between Customer and Safe Fleet, all right (including all Intellectual Property Rights), title (subject solely to transfer of title to Hardware pursuant to Section 1.2), and interest in and to the Safe Fleet V&T Offerings and any and all derivations therefrom, improvements and enhancements thereto, and new versions thereof, regardless of source, all related Documentation, and all Aggregated Anonymized Data, as defined below (all of the foregoing, collectively, the “**Safe Fleet Property**”), are and at all times shall remain the sole and exclusive property of Safe Fleet. Without limiting the foregoing, Customer acknowledges and agrees that any and all Software Services under the applicable Sales Confirmation are licensed and not sold. Except and to the extent (but only to the extent) expressly and specifically granted to Customer herein, any and all rights with respect to any of the Safe Fleet Property are entirely and expressly reserved by Safe Fleet, and there are no implied licenses of any kind with respect to any of the Safe Fleet Property. For clarity, Customer hereby assigns and transfers to Safe Fleet all right, title, and interest in and to any and all Safe Fleet Property which may be deemed to be owned by Customer and waives any and all rights that Customer or any of its personnel may have under any Law applicable to any Safe Fleet Property, and agrees to execute such further instruments as Safe Fleet may from time to time deem necessary or desirable to evidence, establish, maintain, and/or protect Safe Fleet’s ownership of such Safe Fleet Property and all right, title, and interest therein. (d) Customer hereby grants to Safe Fleet a limited, non-exclusive, fully paid-up, royalty-free, transferable, assignable, sublicenseable, worldwide right and license, during the Term, to use, compile, decompile, copy, store, modify, create derivative works of, disclose, display, transmit, and/or distribute, in whole or in part, the Customer Data for purposes of (i) managing, improving, developing, providing, supporting, maintaining, and/or troubleshooting Safe Fleet products and services, including the Safe Fleet V&T Offerings (including Customer Support Services), and/or (ii) analyzing, combining, processing, converting, or calculating Customer Data, or any portion thereof, whether alone or with other Safe Fleet or third-party data or information, to create aggregated, anonymized data concerning, related to, or in connection with actual or potential Safe Fleet product and/or service offerings, including the Safe Fleet V&T Offerings (the “**Aggregated Anonymized Data**”). (e) Customer shall notify Safe Fleet in writing of any and all infringements or illegal uses of the Safe Fleet Property that come to Customer’s attention. Safe Fleet shall have the right, but not the obligation, to prosecute and conduct or otherwise address or handle all Claims involving the Safe Fleet Property and to take any actions that it may deem proper or necessary for the protection of the same. Upon Safe Fleet’s request, Customer shall, except to the extent legally prohibited, reasonably cooperate with Safe Fleet in connection with any such actions. (f) Customer shall not delete, obscure, or alter in any manner any of the proprietary information, copyright, trademark, or other attribution notices or legal disclaimer notices, if any, appearing on or with respect to any of the Safe Fleet V&T Offerings. (g) Safe Fleet welcomes ideas, suggestions and feedback related to the Safe Fleet V&T Offerings (“**Feedback**”). Provision of Feedback by Customer is entirely voluntary. Customer hereby assigns to Safe Fleet all right, title and interest, including all Intellectual Property Rights, in and to such Feedback, any and all of which Safe Fleet may use for its own business purposes in its sole and absolute discretion, without any payment or accounting to Customer. Such Feedback is deemed part of Safe Fleet’s Confidential Information hereunder, and shall not constitute Confidential Information of or pertaining to Customer. (h) Notwithstanding anything to the

contrary in this Agreement, subject to additional Fees as set forth in the Sales Documentation (or, if the Sales Documentation is silent as to any such additional Fees, then at Safe Fleet's then-prevailing rates), Customer may request that Safe Fleet assist Customer with the transfer of Customer Data to Customer or its designee for Customer's use after Termination of the License Term; except to the extent so mutually agreed in writing, Customer shall have sole responsibility (and Safe Fleet shall have no obligation) to download, export, migrate, or otherwise store or transfer, during the Term, any and all Customer Data which Customer wishes to retain after Termination of the License Term. For clarity, and notwithstanding anything to the contrary in this Agreement, Safe Fleet shall have no obligation to retain any Customer Data following Termination of the License Term, regardless of the reason for such Termination.

5.6 Confidentiality. (a) Each Party shall preserve all confidential, proprietary, and/or nonpublic information ("**Confidential Information**") of or pertaining to the other Party in strict confidence and will not disclose to any third party, or use for its own benefit or the benefit of any third party, any Confidential Information without the prior written consent of the other Party, except to the extent required by applicable Law or judicial order, including freedom of information or similar Laws, provided that, unless prohibited by applicable Law, the Party disclosing Confidential Information under such circumstances shall give the other party reasonable notice and a reasonable opportunity to protect its interests in the Confidential Information prior to making such disclosure, and will reasonably cooperate with the disclosing Party in any such effort. Without limiting the foregoing, each Party shall maintain, at a minimum, the same precautions and standard of care to which a reasonable person in such business would use to safeguard Confidential Information of its own and its customers or suppliers. ~~The Parties agree to keep the terms but not the existence of this Agreement confidential, except as otherwise provided in this Agreement.~~ The Software Services shall be deemed Confidential Information of Safe Fleet. (b) Neither Party shall be liable for the disclosure of any Confidential Information that, as demonstrated by such Party with documentary evidence: (i) is in the public domain at the time of disclosure through no direct or indirect fault of the disclosing Party; (ii) was in the possession of or demonstrably known by a Party prior to its receipt from the other; or (iii) becomes known to a Party from a source other than the other Party without breach of the first Party's obligations under this Agreement. (c) Each Party acknowledges and agrees that the other Party will suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages as the result of a breach, default or violation by it of its obligations under this Section 5.6 or Section 5.5 of this Agreement. Accordingly, each Party shall be entitled, in addition to all other remedies which may be available to it (including monetary damages), to injunctive and other available equitable relief, without surety or bond, in ~~any~~ ^{a North Carolina} court of competent jurisdiction to prevent or otherwise restrain or terminate any such actual or threatened breach, default or violation or to enforce any such provisions. (d) To the extent that Customer is subject to freedom of information or similar laws, Safe Fleet acknowledges that certain Confidential Information may be subject to disclosure pursuant to such laws; however, Customer agrees that it shall treat all Safe Fleet V&T Offerings, and all Safe Fleet Confidential Information, as confidential and proprietary commercial information and trade secrets of Safe Fleet for purposes thereof to the greatest extent permissible under applicable Law, and will abide by the requirements of Section 5.6(a) above in connection with any such disclosure, including by giving Safe Fleet all opportunities available to it under applicable Law to seek to limit or quash such disclosure, and reasonably cooperating with Safe Fleet to the greatest extent permissible under applicable Law in any such effort.

5.7 Fees and Payment. Customer agrees to pay all fees, charges, and other amounts set forth in the Sales Confirmation ("**Fees**") without set-off and, except as otherwise specifically provided in the applicable Sales Confirmation and subject to the approval of Safe Fleet's Credit Department, within 30 days of receipt of Safe Fleet's ^{accurate} invoice therefor. ~~Safe Fleet may require full or partial payment in advance of shipment if, in Safe Fleet's opinion, the credit or financial condition of Customer is, or is about to become, impaired.~~ A non-refundable surcharge of 3% may be added to each transaction for credit card payments. Customer will be charged a service fee of 1.5% per month (or, if less, the highest rate permitted by applicable Law) on all balances outstanding more than 30 days after the date Fees are due. Customer shall reimburse Safe Fleet for all costs (including attorneys' fees) incurred in collecting any late payments. In addition to all other rights and remedies available to Safe Fleet at law or in equity, Safe Fleet may suspend delivery, use, and/or access of or to Safe Fleet V&T Offerings (or any portion thereof) for as long as any such outstanding balance remains in effect. Customer shall pay all taxes, duties, tariffs and charges of any kind imposed by any governmental authority, however designated or levied, based on the Fees payable by Customer hereunder or the Safe Fleet V&T Offerings provided to Customer hereunder, excluding only taxes based on Safe Fleet's income, profits or assets, except that Customer will not be responsible for taxes for which it is exempt under applicable Law, provided that Customer supplies Safe Fleet with documentation establishing such tax-exempt status prior to or in conjunction with Customer's initial purchase. Except to the extent prohibited by applicable Law, Fees are subject to change without notice before acceptance of the applicable Safe Fleet V&T Offerings by Customer; without limiting the foregoing, and notwithstanding anything to the contrary in this Agreement, Safe Fleet may (a) increase prices and/or add surcharges in the event of any increase in costs which Safe Fleet in good faith determines to be material, including (i) raw material costs, (ii) modifications to specifications requested by Customer, or (iii) price of any Third-Party Solution Incorporated into any Safe Fleet V&T Offering, or of any other goods and/or services provided by others and re-sold by Safe Fleet; or (b) if such an increase is prohibited by applicable Law, then Safe Fleet may terminate this Agreement upon no less than 30 days' prior written notice to Customer. *

5.8 Federal Programs. (a) This Section 5.8 applies only if and to the extent Customer will use any Safe Fleet V&T Offerings in connection with any contract, purchase order, delivery order, task order, grant cooperative agreement or other arrangement including

any subcontract at any tier thereunder directly or indirectly purchased with funds provided by the Government (“**Federal Program**”). For purposes of this Section 5.8, “**Government**” shall mean the federal government of the United States. (b) The Customer hereby agrees and affirms that the Safe Fleet V&T Offerings shall be considered Commercially Available off-the-shelf (COTS) items as set forth in 48 C.F.R. 2.101. (c) All software (including Software and Cloud Services) provided to or accessed by the Customer in connection with the Software Services has been developed at private expense and includes only Restricted Rights Computer Software as set forth in 48 C.F.R. 27.401. For Federal Programs under the United States Department of Defense (“**DoD**”), all software (including Software and Cloud Services) provided in connection with the Software Services includes only commercial computer software as set forth in 48 C.F.R. 227.7202-1 and shall remain subject only to the license provided under this Agreement. (d) All data delivered in connection with the Cloud Services including all Safe Fleet-Provided Data shall be considered limited rights data developed at private expense and embodying trade secrets or are otherwise commercial or financial and confidential or privileged as set forth in 48 C.F.R. 252.227-14 (ALT I). By accessing any of such data, the Customer hereby acknowledges the following Limited Rights Notice: **These data are submitted with limited rights in connection with a Federal Program. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of Safe Fleet, be used for purposes of manufacture nor disclosed outside the Government.** (e) For Federal Programs under the DoD, all technical data provided in connection with the Services including all data delivered with the exception of Software shall be considered Commercial Item technical data subject to the use restrictions set forth in 48 C.F.R. 227-7015(b)(2).

5.9 Certain Additional Customer Compliance Matters. (a) In addition to, and without limiting in any respect, any other provision of this Agreement, Customer agrees not to, and not to permit any other person or entity to, seek to defeat or circumvent any safety or security feature of any Safe Fleet V&T Offerings, or any portion thereof, or to use any Safe Fleet V&T Offering, or any portion thereof, in any manner contrary to or not expressly authorized by the Documentation or this Agreement, or in any manner which violates any applicable Law, including any export laws and regulations, or any of the Documentation. (b) Certain Safe Fleet V&T Offerings include components that are preprogrammed to default settings that have been determined to be optimal for performance of such Safe Fleet V&T Offerings. However, given the variety of potential conditions that can be encountered, the default settings cannot be guaranteed to be safe and appropriate for all situations. Accordingly, where a Safe Fleet V&T Offering expressly provides a dedicated interface expressly permitting Customer to do so, Customer acknowledges and agrees that it (and/or the end user, as applicable) is fully and solely responsible for, and Safe Fleet has no responsibility for and shall bear no liability or obligation for, adjusting or modifying such default settings to ensure that the settings (i) are safe and appropriate for all circumstances encountered by the vehicle on which such Safe Fleet V&T Offering (or portion thereof) has been installed or otherwise operates, (ii) comply with all Laws, and (iii) conform to all of Safe Fleet’s then-current requirements and recommendations as set forth in the Documentation. (c) Customer further acknowledges and agrees that it (and/or the end user, as applicable) is fully and solely responsible for, and Safe Fleet has no responsibility for and shall bear no liability or obligation for, ensuring (i) the proper application and maintenance, in an appropriate location fully visible to the operator / end user, of any and all warning labels and stickers provided by Safe Fleet in conjunction with a Safe Fleet V&T Offering, (ii) the distribution to all operators / end users of, and the proper administration and regular assurance of compliance by all such persons with, any and all Documentation and materials related to training with respect to, and the safe and proper operation, use, testing, and maintenance of, the applicable Safe Fleet V&T Offering, and (iii) that no modifications to such Safe Fleet V&T Offering of any kind, in whole or in part, occurs without the express prior written authorization of Safe Fleet. (d) Customer represents, warrants, and covenants that the Customer-Provided Data (i) is, and will at all times during the Term be, complete and accurate, and (ii) will not cause any bodily harm, death, property damage, or any other Loss of any kind to Safe Fleet or to any third party.

5.10 Miscellaneous. (a) No modification to this Agreement shall be valid or binding unless in writing and signed by the Party to be charged thereby. (b) The waiver by either party of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent or other breach or violation. Except as otherwise expressly provided, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. (c) Safe Fleet shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Safe Fleet, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (any of the foregoing, a “**Force Majeure Event**”). (d) Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, except that, ~~with or without such consent,~~ Safe Fleet may assign any of its rights or delegate any of its obligations to any current or future affiliate or any acquirer of all or substantially all of the stock or assets of, or the surviving entity of any merger involving, Safe Fleet (or its applicable brand or division). Any purported assignment or delegation in violation of this Section 5.10(d) is null and void. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns. (e) The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as

creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. (f) This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. (g) This Agreement will be governed by and construed in accordance with the internal laws of the State of ~~Delaware~~^{*} (USA) applicable to contracts made between residents of that state, entered into and to be wholly performed within that state (without regard to the conflict of laws rules of such state or any other jurisdiction). The Parties agree that the United Nations Convention on Contracts for the International Sale of Hardware does not apply to this Agreement. (h) For all matters arising out of or in connection with this Agreement and/or the purchase and sale of Safe Fleet V&T Offerings contemplated hereby, each Party expressly consents to and agrees to subject itself to the exclusive jurisdiction of the federal and state courts located in the State of ~~Delaware~~^{*} (USA). Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to venue of any such proceeding brought in any such court as provided in this Section 5.10(h), and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. (i) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section 5.10(i). (j) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. (k) For purposes of this Agreement, each of the words “include,” “includes” and “including” is deemed to be followed by the words “without limitation.” “Dollars” or “\$” means U.S. dollars. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The captions and headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. Section references contained in these Terms shall be references to the corresponding sections of these Terms unless otherwise specified. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.* (l) Upon a Party’s reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement. (m) Each Party shall comply with all Laws applicable to it in connection with its provision, or its use and enjoyment (as applicable), of all Safe Fleet V&T Offerings. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement and to use the Safe Fleet V&T Offerings as intended by this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Safe Fleet V&T Offerings under this Agreement or any resale of the Safe Fleet V&T Offerings by Customer. Customer assumes all responsibility for shipments of Safe Fleet V&T Offerings requiring any government import clearance. Customer shall comply with all Third-Party Licenses. (n) Safe Fleet may substitute, replace, or add product lines of Safe Fleet V&T Offerings, provided that the substituted, replacement or added product line meets or exceeds the specifications of the original Safe Fleet V&T Offerings. ~~(o) Safe Fleet may use (i) Customer’s name and/or (ii) Customer’s logo (in a form previously approved by Customer), in each case to identify Customer as a Customer or customer of Safe Fleet for Safe Fleet’s marketing and promotional purposes, including in any list of Customers and customers on Safe Fleet’s website(s), at any exhibition, trade show, or other event held by Safe Fleet, in renewal forms to existing customers, and in presentations and marketing materials to potential or existing Customers, customers or business partners.~~ (p) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement and may be delivered by facsimile, emailed pdf, or other electronic transmission.

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Last updated January 16, 2023



SAFE FLEET LAW ENFORCEMENT DIVISION

End User License Agreement

This End User License Agreement (this “**Agreement**”) applies to your use of the digital evidence management solution made available to you by or on behalf of Licensor (as defined below), including under the brand names Nexus or Cloud Courier, and including all software, websites, applications, platforms, products, and/or services associated therewith (collectively, the “**Licensed Application**”), together with all content, video, materials, services, data, documents, files, and other information of any sort (collectively, “**Information**”) which are made readily accessible, available, or visible, in each case to you, on, in, or from any Licensed Application (collectively, the “**Licensed Content**,” and together with the Licensed Application, the “**Service**”), as well as upgrades provided by Licensor that replace or supplement the original Licensed Application, all of which will be deemed to be included within the definition of “Licensed Application” for purposes of this Agreement, unless otherwise expressly provided herein. The Service is licensed, not sold, to you, and your access to and use of the Service (or any portion thereof) are governed by this Agreement.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT, AND YOU AGREE NOT TO, ACCESS OR USE THE SERVICE, OR ANY PORTION THEREOF, INCLUDING ANY EVIDENCE STORED THEREIN OR SHARED THEREFROM. For purposes of this Agreement, “**Licensor**” means COBAN Technologies, Inc., SF Mobile-Vision, Inc., and/or their applicable affiliate(s), and “**Parties**” means you and Licensor.

1. License. Subject to all the terms and conditions of this Agreement, Licensor grants to you a limited, non-exclusive, nontransferable, personal license (a) to access and use the Licensed Application solely for the Permitted Purpose (as defined below), and (b) solely for the purpose of engaging in, and solely to the extent necessary to engage in, the Permitted Purpose, to download and use the Downloadable Materials (as defined below). “**Permitted Purpose**” means to participate in the law enforcement investigation and/or legal proceedings for which access to the Service was provided. “**Downloadable Materials**” means any Information which is readily downloadable (e.g., via a download or export button or link) via the Licensed Application.

2. Restrictions. You may not transfer, redistribute, or sublicense the Licensed Application and you agree to cease using the Licensed Application when the investigation and legal proceeding(s) that are the subject of the Permitted Purpose are no longer active. You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service (including, for clarity, any updates), or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application). You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time or use the Licensed Application in any manner to provide service bureau, time-sharing or other computer services to third parties. You may not use the Licensed Application, or allow the transfer, transmission, export, or re-export of the Licensed Application, in violation of any export control laws or regulations administered by any government agency. You may not use the Licensed Application for competitive analysis, or for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Licensed Application. In addition to, and without limiting in any respect, any other provision of this Agreement, you agree not to, and not to permit any other person or entity to, seek to defeat or circumvent any safety or security feature of the Licensed Application, or any portion thereof, or to use the Service, or any portion thereof, in any manner contrary to or not expressly authorized by this Agreement, or in any manner which violates any applicable law, including any export laws and regulations. You agree to use reasonable efforts to safeguard the Licensed Application and to ensure that no unauthorized person has access to the Licensed Application, and that there is no unauthorized copying or distribution of the Software.

3. Ownership of Service; Use of Data. The Service is owned by Licensor, its licensors, and/or its customers and is licensed, not sold, to you, and, as between you and Licensor, other than the limited license granted to you in Section 1 above, Licensor retains all right (including all intellectual property rights), title, and interest therein and thereto. You acknowledge and agree that Licensor may collect, use, store, and process, materials, content, data, and other information (any of the foregoing, “**User Information**”) concerning you and your use of the Service for purposes of (x) operating, managing, improving, analyzing, researching, developing, providing, supporting, maintaining, or troubleshooting any products and services of Licensor or its affiliates, including the Licensed Application, and/or (y) analyzing, combining, processing, converting, or calculating such User Information, or any portion of either of them, whether alone or with other Licensor or third-party data or information, to create and use aggregated, anonymized data concerning, related to, or in connection with actual or potential Licensor product or service offerings, including the Licensed Application. BY USING THE SERVICE, YOU AGREE AND CONSENT TO ALL OF THE FOREGOING IN THIS SECTION 3, INCLUDING THE COLLECTION, STORAGE, PROCESSING, AND USE OF USER INFORMATION AS DESCRIBED HEREIN.

4. Termination. This Agreement is effective until terminated by you or Licensor in writing (email being sufficient). Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms.

5. Acceptable Use of Service and Licensed Content. You will not use the Service (in whole or in part) in any manner that is inconsistent with the terms of this Agreement. You will not, in connection with your use of the Service, violate or infringe the rights, including intellectual property, privacy, constitutional, civil, statutory, common law, or contractual rights, of Licensor or any third party. You will not, and will not attempt to, access any Information of any sort via the Service, other than Licensed Content, and you will not, and will not attempt to, download, export, screenshot, transcribe, photograph, or otherwise capture by image or video, copy, duplicate, or otherwise reproduce in any manner any Information of any sort from the Service, other than Downloadable Materials. You agree not to use the Service (in whole or in part) to harass, abuse, stalk, threaten or defame any person or entity. You agree that, as between you and Licensor, you are solely responsible for your use of Licensed Content, including Downloadable Materials, and that Licensor is not responsible for, and shall have no liability for, any such use. Licensor reserves the right to change, suspend, remove, disable, or impose access restrictions or limits on the Service (or any portion thereof) at any time without notice or liability to you. The Service may include software owned and/or provided by a third party, including Licensor's licensors and/or open-source software (any of the foregoing, "**Third-Party Software**"); to the extent that the Service includes any Third-Party Software, you agree that you will comply with the additional terms and conditions applicable to same which are available at www.safefleet.net/third-party-terms (if any), which are hereby incorporated into and made a part of this Agreement. You are solely responsible for your use of Licensed Content, and Licensor will have no liability for any improper, illegal, or incorrect use of Licensed Content by you or any third party. Licensor makes no guarantee or warranty, express or implied (and hereby expressly disclaims all of same to the greatest extent permissible under applicable law): (a) that Downloadable Content, once downloaded, cannot be altered or will remain in its original format; (b) as to the accuracy, reliability, or completeness of Licensed Content, which is the responsibility of the law enforcement agency or other party who shared the Licensed Content with you; or (c) regarding the utility, legality, or compatibility of the Licensed Content with any other system or for evidentiary or any other purposes. The foregoing applies to individual use of the Licensed Content (in whole or in part) and aggregate use of the Licensed Content (in whole or in part) with other Information of any sort.

6. Confidentiality. You acknowledge and agree that the Licensed Application is, as between you and Licensor, the confidential and proprietary information of Licensor. As such, you agree to use the Licensed Application only for the Permitted Purpose in accordance with Section 1 hereof, and, without limiting any other provision of this Agreement, not to share with, or disclose or distribute to, any third party any portion of the Licensed Application.

7. NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE (INCLUDING, FOR CLARITY, ANY AND ALL LICENSED CONTENT) IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ALL PORTIONS OF THE SERVICE, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. ~~SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.~~

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8. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR, ANY OF ITS AFFILIATES, OR ANY OF THE OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PERSONNEL, DIRECT OR DOWNSTREAM CUSTOMERS OR END USERS, OR DIRECT OR UPSTREAM LICENSORS OF ANY OF THE FOREGOING BE LIABLE (A) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE (INCLUDING, FOR CLARITY, ANY AND ALL LICENSED CONTENT), HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) ~~AND EVEN IF~~ LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) WITHOUT LIMITING THE FOREGOING, FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES OR DAMAGES IN CONNECTION WITH: (i) YOUR INABILITY TO USE THE SERVICE (INCLUDING, FOR CLARITY, ANY LICENSED CONTENT), INCLUDING AS A RESULT OF ANY (x) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE, (y) DISCONTINUATION OF A PORTION OR ALL OF THE SERVICE, OR, (z) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (iii) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE; OR (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY LICENSED CONTENT OR OF YOUR INFORMATION OF ANY SORT; AND (C) IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT ~~OF FIFTY DOLLARS (\$50.00).~~ THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**ALREADY EXPENDED BY CUSTOMER
FOR THE SERVICE.**

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9. Federal Programs. (a) This Section 9 applies only if and to the extent you will use the Licensed Application in connection with any contract, purchase order, delivery order, task order, grant cooperative agreement or other arrangement including any subcontract at any tier thereunder directly or indirectly purchased with funds provided by the Government ("**Federal Program**"). For purposes of this Section 9, "**Government**" shall mean the federal government of the United States. (b) You hereby agree and affirm that the Licensed Application shall be considered Commercially Available off-the-shelf (COTS) items as set forth in 48 C.F.R. 2.101. (c) All software provided to or accessed by you in connection with the Licensed Application has been developed at private expense and includes only Restricted Rights Computer Software as set forth in 48 C.F.R. 27.401. For Federal Programs under the United States Department of Defense ("**DoD**"), all software (including Software and Cloud Services) provided in connection with the Service includes only commercial computer software as set forth in 48 C.F.R. 227.7202-1 and shall remain subject only to the license provided under

*** EXCEPT WHERE**

this Agreement. (d) All data delivered in connection with the Licensed Application, including Licensed Content, shall be considered limited rights data developed at private expense and embodying trade secrets or are otherwise commercial or financial and confidential or privileged as set forth in 48 C.F.R. 252.227-14 (ALT I). By accessing any of such data, you hereby acknowledge the following Limited Rights Notice: **These data are submitted with limited rights in connection with a Federal Program. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of Licensor, be used for purposes of manufacture nor disclosed outside the Government.** (e) For Federal Programs under the DoD, all technical data provided in connection with the Services including all data delivered with the exception of the software components of the Licensed Application shall be considered Commercial Item technical data subject to the use restrictions set forth in 48 C.F.R. 227-7015(b)(2).

10. Miscellaneous. (a) The waiver by Licensor of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent or other breach or violation. Except as otherwise expressly provided, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by Licensor of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. ~~The parties hereto~~ ~~you~~ ~~may not assign any of your~~ ~~rights or delegate any of your obligations under this Agreement without the prior written consent of Licensor in its sole discretion.~~ ~~the other party~~ Any purported assignment or delegation in violation of this Section 10(b) is null and void. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns. (c) This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. (d) Except to the extent prohibited by law, this Agreement will be governed by and construed in accordance with the internal laws of the State of ~~Delaware~~ ^{USA} applicable to contracts made between residents of that state, entered into and to be wholly performed within that state (without regard to the conflict of laws rules of such state or any other jurisdiction). The Parties agree that the United Nations Convention on Contracts for the International Sale of Hardware does not apply to this Agreement. (e) Except to the extent prohibited by law, for all matters arising out of or in connection with this Agreement or the Licensed Application, each Party expressly consents to and agrees to subject itself to the exclusive jurisdiction of the federal and state courts located in the State of ~~Delaware~~ ^{USA}, and you hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to venue of any such proceeding brought in any such court as provided in this Section 10(e), and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. (f) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. (g) For purposes of this Agreement, each of the words "include," "includes" and "including" is deemed to be followed by the words "without limitation"; "Dollars" or "\$" means U.S. dollars; and the word "or" is not exclusive unless otherwise expressly provided (e.g., by using the construction "either . . . or"). The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The captions and headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. Section references contained in this Agreement shall be references to the corresponding sections of this Agreement unless otherwise specified. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement. (h) Upon Licensor's reasonable request, you shall execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement. (i) You will comply with all applicable laws in connection with your download, use, and enjoyment of the Service, including all applicable export and import laws. (j) Licensor may substitute, replace, or modify the Licensed Application or this Agreement ~~at any time in its discretion,~~ **upon written amendment by the parties.**

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Last Updated March 16, 2022

* North Carolina

as attached hereto and incorporated herein

Safe Fleet Law Enforcement Division Support and Maintenance Terms and Conditions

(Effective April 20, 2022)

These Service Level, Support and Maintenance Terms and Conditions (these “**Terms**” or this “**SLA**”), as may be modified by Safe Fleet in its discretion from time to time, exclusively govern the provision by Safe Fleet to the customer identified in the Order (as defined below) (the “**Customer**”), of the Technical Support and Subscription Services (each as defined below) (collectively, the “**Services**”) set forth on the applicable Quote, enterprise license agreement, SnS order form, Statement of Work, Sales Confirmation, or Customer’s purchase Order which is accepted in writing by Safe Fleet, or, if Customer has purchased support on a per-incident basis (“**Per Incident**”), in the registration form completed by Customer upon such purchase (any of the foregoing, the “**Order**”). These Terms are subject to, and hereby incorporate, the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at www.safefleet.net/v and ~~general terms~~, as may be modified by Safe Fleet in its discretion from time to time (the “**Standard Ts&Cs**”). Capitalized Terms used but not defined herein shall have the meanings ascribed to them in the Standard Ts&Cs.

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* upon written amendment between the parties

1. Definitions

1.1 “**Cloud Service**” or “**DEMS**” means the digital evidence management system and other cloud services offered by Safe Fleet’s Law Enforcement Division, including under the Nexus brand name, and including, data computing, storage and transmissions services provided by Microsoft Azure Government. The Cloud Service may be used in conjunction with, but excludes, On-Premise Software.

1.2 “**Effective Date**” means, for purposes of these Terms, the date ~~the administrator account for the DEMS is communicated to Customer.~~ **Customer’s first Order is executed.**

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1.3 “**Error**” means a failure in the Software Services to materially conform to the specifications described in the applicable product Documentation.

1.4 “**Modified Code**” means any modification, addition, development, and/or other New Versions of code or scripts of the Software Services, including those that deviate from the predefined product code tree(s)/modules developed by Safe Fleet for production deployment or use, except any of the foregoing created by Safe Fleet.

1.5 “**On-Premise Software**” means any installable or other on-premise Software identified in the Order. The On-Premise Software may be used in conjunction with, but excludes, the Cloud Service.

1.6 “**Safe Fleet**,” for purposes of these Terms, means Coban Technologies, Inc., SF Mobile Vision Inc., or the applicable Safe Fleet Affiliate of either of them.

1.7 “**Safe Fleet Affiliates**” means Safe Fleet Acquisition Corp. and its direct and indirect subsidiaries.

1.8 “**Services Fees**” means the fees for Services specified in a corresponding Safe Fleet, reseller, or other applicable invoice.

1.9 “**Services Period**” means the period for which Customer has purchased the Services, as set forth in the Order, and any subsequent renewal periods, and shall commence: (a) for Software Services for which Safe Fleet requires a license key, on the date the applicable license key is made available to Customer, or (b) for Cloud Services, on the date the applicable Cloud Service is made available for use to the Customer.

1.10 “**Severity**” is a measure of the relative impact an Error has on the use of the Software Services, as determined by Safe Fleet in good faith in accordance with the definitions set forth in Section 3.2.8 of these Terms.

1.11 “**Software Services**” means, solely for purposes of these Terms, the Cloud Service.

1.12 **“Subscription Services”** means the provision to Customer of the Software Services, including any maintenance corrections, bug fixes, enhancements, extensions, and/or other new versions thereof or thereto (if and to the extent applicable, and as determined by Safe Fleet in its sole discretion) (any of the foregoing, an **“Update”**), as well as corresponding Documentation. Safe Fleet may categorize any Update as a **“Maintenance Release,” “Minor Release,”** or **“Major Release”** in its sole discretion, acting in good faith.

1.13 **“Support Services Website”** means Safe Fleet’s support services website, currently located at <https://community.safefleet.net/sfle/>, or such other URLs as Safe Fleet may from time to time designate.

1.14 **“Technical Support”** means the provision of telephone- or web-based/remote technical assistance by Safe Fleet to Customer’s technical contact(s) with respect to installation, Errors and technical product problems, at the corresponding Services level purchased by Customer as set forth in the Order.

2. Service Terms

2.1 **Provision of Services.** Subject to these Terms, during the Services Period Safe Fleet shall, provided that Customer has current paid status for all Safe Fleet hardware, On-Premise Software, Cloud Service and Orders, provide Customer with Services at the applicable Services level purchased. Service pack or firmware updates may be made available via the Support Services Website as a Customer downloadable and installable update or via scheduling an update with the technical support department at Safe Fleet’s discretion. There is a target of one major release per 12-month period (which may include a combination of software updates, service pack and/or firmware), plus as- needed patches and service packs. However, this schedule is just an estimate, and Safe Fleet has no obligation to provide releases, patches, or service packs hereunder in any specific quantity or on any specific schedule; failure to provide any of same shall have no effect on the provision of any Services and Safe Fleet shall have no liability therefor.

2.2 **End of Availability.** Safe Fleet may, at its discretion, decide to retire Software Services and/or Services from time to time (**“End of Availability”**). Safe Fleet shall publicly post for all customers notice of End of Availability, including the last date of general commercial availability of the affected Software Services and the timeline for discontinuing Services at the Support Services Website. Safe Fleet shall have no obligation to provide Services for Software Services that have reached End of Availability status or are otherwise outside of the applicable Service life. In addition, Safe Fleet may terminate or suspend any or all Services at any time if Customer breaches these Terms, the Standard Ts&Cs, the Order, or any other agreement between the parties.

2.3 **Purchase Requirements.** Except as otherwise agreed in writing by Safe Fleet, Customer may purchase initial Services only for the most current, generally available release of the Software Services, and Customer must purchase and/or renew Services at the same Services level for all of the licenses for a particular Software Services product or suite that has been installed in a given environment, such as Test, Development, QA, or Production (for example, Customer cannot purchase Production level support for only one license per unit in its lab and purchase Basic level support for the other units in that environment). Except as otherwise provided in the applicable Order, the minimum term for any Service offering is one year.

2.4 **Advanced and Complimentary Offerings.** Certain Services (e.g., Mission Critical Support) require that Customer also purchase a base level of support, to the extent set forth in the Order. Safe Fleet may, in its discretion, offer complimentary Services, including Complimentary Update Services for certain Software Services, to the extent set forth in the Order. **“Safe Fleet Complimentary Update Services”** means the provision of Maintenance Releases and Minor Releases, if any, to Customer, provided, however, that in no event will the Safe Fleet Complimentary Update Service include the provision of any Major Releases.

2.5 **Technical Support Guide.** The English language version of the Technical Support guide and policies found at the Support Services Website, as may be updated by Safe Fleet in its discretion from time to time, are the governing versions of such documents/policies, and Customer agrees to comply with same; any translation into other languages is for convenience only.

upon reasonable notice to Customer

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3. Technical Support

3.1 **Customer's Representative.** At all times during the Services Period, at least one (1) (but no more than such maximum number as may reasonably be determined by Safe Fleet) employee of the Customer shall be designated to act as Customer's representative and point of contact for Services ("**Customer's Representative**"). Customer's Representative shall be responsible to react to all equipment problems, attempt troubleshooting to isolate the malfunction area, apply patches and updates that are supplied by Safe Fleet, notify Safe Fleet of the need for support and cooperate with Safe Fleet to diagnose the problem over the telephone.

3.2 Help Desk Support Procedure

3.2.1 Safe Fleet will assign a customer service unit to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 6:00 p.m., Central Time for all hardware equipment and 24x7x365 coverage for all software issues including the cloud-based WMVARS. The customer service unit shall be staffed with individuals that: are trained in the requirements of this contract; have the authority to take administrative action to correct problems that may occur; and are designated for training and general customer service follow-up.

3.2.2 Technical Support contact information is as follows:

Hardware and Software (standard operating hours M-F 8:00AM to 6:00PM Central Time):

Phone	Email
(888) 812-6226 option 2	SFLE-Support@safefleet.net

Hardware and Software (outside of standard hours):

Phone	Email
(888) 995-7884	SFLE-Support@safefleet.net

3.2.3 Customer must notify Safe Fleet within the applicable Services Period to obtain Technical Support. Proof of a valid bill of sale or purchase order (evidencing that the applicable product is within the Services Period) must be presented to obtain Technical Support if requested. Prior to contacting Safe Fleet the Customer must have the following information on hand:

- Supported system's invoice number
- Model type
- All associated serial numbers
- Vehicles number or VIN
- Description of the problem (as well as any error messages that may be received) and any troubleshooting steps that the Customer has already taken.
- It is strongly recommended that the Customer not remove any components from any vehicle prior to contacting Safe Fleet Support Engineers for troubleshooting.

3.2.4 Once the support request is accepted by the Safe Fleet Help Desk, a Technical Support Ticket Number will be issued to the Customer's Representative for reference and tracking purposes. Customer's Representative will be asked to provide this ticket number to the Safe Fleet Support Engineer in any and all communications regarding to this support request. Customer should not re-submit a support request if a support ticket number has already been assigned for the issue.

3.2.5 When requested, the Customer's Representative will provide the Safe Fleet Support Engineer with all information relevant to the request, including the timing, context and text of any error messages the Customer receives; what the Customer was doing when the error occurred; and what steps the Customer's Representative may have already taken to resolve the problem. The Safe Fleet Support Engineer will go through a series of standardized troubleshooting steps

over the phone with the Customer's Representative to help diagnose the issue. Following completion of remote troubleshooting and problem determination the Safe Fleet Support Engineer will determine if the issue requires a Return Merchandise Authorization Number (RMA Number) or if the issue can be resolved remotely over the phone.

3.2.6 Customer's Representative or an authorized installation Support Engineer shall be available to assist in troubleshooting the unit by phone if needed. Safe Fleet will contact the Customer's Representative with this request and schedule a time to troubleshoot the unit if the appropriate personnel are not available at an appropriate time. Upon completion of troubleshooting, if the issue is not resolved, Safe Fleet's Technical Support Department will assess the situation and determine the next course of action. The Customer's Representative will supply a login and connection profile for access to the Customer network via VPN if needed. The Customer's Representative will supply a login and connection profile for access to the Customer network via VPN and/or remote support via support engineers choice of remote support software (Terminal Services, VNC, GoToAssist, TeamViewer, etc.).

3.2.7 **Current Troubleshooting Escalation Process.** Safe Fleet currently employs three help desk levels to provide Technical Support with respect to Hardware, as follows:

Level 1 - The level one Help Desk is prepared to answer the most commonly asked questions, or provide resolutions that often belong in the frequently asked question or knowledge base. A Technical Support Ticket Number will be generated at the time of the initial notification of the issue (whether via phone or Safe Fleet Customer Support Website). During the initial problem discovery and diagnostics, Safe Fleet Support Engineers will request the Customer's Representative to perform rudimentary troubleshooting steps. Once the issue is solved the ticket will be closed. If the issue cannot be resolved with initial call, the Safe Fleet Support Engineer will escalate the issue to a level 2 Help Desk for further research/troubleshooting.

Level 2 - The level two Help Desk will require servicing/repairing on the components (i.e. camera, CPU, power supply, etc.). If service or repair is required, a Safe Fleet Support Engineer will issue an RMA Number and instruct the Customer's Representative to return the defective components to Safe Fleet. Prior to issuing an RMA Number for the component, the Safe Fleet Support Engineer may request that the in-car unit be "re-imaged" by the Customer's Representative to see if this resolves the matter. If a re-image process and components replacement does not resolve the issue, the problem will be escalated to a Level 3 Help Desk. Cross ship or unit replacement will be issued at Safe Fleet's discretion.

Level 3 - Level three issues are typically classified as "Total System Failures" meaning the system is not operational or useable by the Customer. If this is the case, and the serviced or repaired components did not resolve the issue, a complete system replacement may be sent (if that is determined by Safe Fleet to be the only solution). Additional troubleshooting and diagnostics will be attempted prior to issuing an RMA for a complete system replacement or the vehicle may need to be sent to the authorized service center for diagnostics test.

Customer will return all replaced equipment to the authorized service center.

3.2.8 **Technical Support Response Times.** Safe Fleet will triage Technical Support requests in good faith in accordance with the Severity Definitions below, and will use commercially reasonable efforts to provide an initial response to each such request within the Targeted Response Time set forth below. Customer acknowledges and agrees that the Targeted Resolution Time Guidelines below are estimates only, that many factors affect the ability to resolve specific requests and the time within which resolution may be achieved, and that Safe Fleet therefore does not guarantee that Errors will be resolved within such time and will have no liability for failing to meet such targets. All Targeted Response Times and Targeted Resolution Times set forth in these Terms assume, and require only, provision of Technical Support during Normal Business Hours, except that, if Customer has purchased, and is current on payments for, 24/7 Support, then, in the

event of Severity 1 or Severity 2 incidents, Technical Support will be available 24 hours per day, 7 days per week until such incident is resolved or downgraded to Severity 3 or below.

Cloud Service – Technical Support Response Times			
Level of Severity	Severity Definition	Targeted Response Time:	Targeted Resolution Time Guidelines:
Severity 1	Critical software issue: Production Cloud Service unavailable or major malfunction affecting critical business tasks and high number of staff. No workaround exists.	As soon as possible, using commercially reasonable efforts	As soon as possible, using commercially reasonable efforts.
Severity 2	Severe: Impacts ability for some task to be completed though not full system nor all critical tasks.	1 Business Day	2 weeks or less from response, with workaround within 1 week or less.
Severity 3	Major: Affects one user workflow, and even if there is a workaround, it is objectively not desirable.	1 Business Day	Based upon prioritization and dependent upon all other reported issues and circumstances.
Severity 4	Minor: Issue or question that, even if bothersome, has limited business impact.	1 Business Day	Improved on when it is associated with higher priority work targeted for a release.
Severity 5	Cosmetic: Low priority defect with no, or substantially no, business impact	1 Business Day	Improved on when it is associated with higher priority work targeted for a release.

3.2.9 On-Premise Hardware Support.

3.2.9.1 Qualified, trained technicians will perform all contracted Hardware maintenance, which may include any of the following:

- o Ongoing Central Processing Unit (CPU) monitoring memory performance level and system disk usage.

- o Ongoing compliance of all security patches applied to hardware and firmware updates in place.
- o Ongoing troubleshooting and proactively resolving hardware issues.
- o Ongoing system security monitoring for user access, system access, and reporting hardware security breach to CHP.

4. Subscription Services. Safe Fleet may, in its sole discretion (but shall not be obligated to), periodically provide Maintenance Releases, Minor Releases and Major Releases as maintenance and updates to the Software Services. These updates will be applied to the cloud and for immediate availability to the Customer. For the duration of maintenance and updates for Maintenance Releases, Minor Releases and Major Releases, all or part of the DEMS may be unavailable. Scheduled maintenance or updates to the DEMS may be performed by Safe Fleet on a regularly scheduled basis. When reasonably practicable, Safe Fleet will provide notice of any change to regular schedule at least 1 week prior to change. Unscheduled maintenance or updates may occur on an emergency basis as necessary to ensure the security, performance and ongoing capability of the Software Services. When reasonably practicable, Safe Fleet will provide notice of any unscheduled maintenance at least 24 hours prior to any related downtime. Without limiting the foregoing, Safe Fleet will have no obligation to provide Customer any Updates, Minor Release, or Major Releases following expiration or earlier termination of either the Service Period or the License Term. All system upgrades shall be administered from a central location (e.g., firmware updates, camera configuration, video storage system upgrades).

5. Exclusions.

5.1 Exclusions. Services do not cover, and Safe Fleet shall have no obligations, including any obligation to provide Services, or liability with respect to Errors, repairs, tickets, troubleshooting, issues, problems, or requests (any of the foregoing, a "Request") caused by, arising out of, or relating to, any Service Exclusion (as defined below).

5.2 "Service Exclusion" means any of the following:

- Third-party hardware, software, applications, or vehicles
- On-site service for in-car and/or body-worn camera video system troubleshooting and repair (which will be provided remotely and via RMA procedures and spare part provisioning)
- Operating system or driver updates
- Data migration
- Products lacking a serial number, including those which have had a serial number removed or made illegible
- Systems that are nonoperational due to abuse, neglect or improper usage for anything other than what the system was configured to do (not limited to improper shutdown, dirt, debris, water damage or liquid of anytype)
- A product subjected to unauthorized entry or opening of the Safe Fleet module or monitor, or forced removal of the MHDD and/or components
- A product subjected to unauthorized modifications, disassembly, or repairs (including, without limitation, the addition to the product of non-Safe Fleet supplied equipment)
- Defects, damage, or other Errors from improper testing, operation, maintenance, installation, alteration, modification, or adjustment
- A product affected by virus, malware, security breach, or other network-related occurrence including but not limited to: installation of third party software applications, or network security settings changes executed or authorized by Customer or a third party acting on its behalf, which results in loss of communication, ability to properly use the system, or configurations that deviate from the Original Master Gold Image
- A product, which, due to illegal or unauthorized alteration of the software / firmware in the product, does not function in accordance with Safe Fleet-published specifications or with the FCC type acceptance labeling in effect for the

- product at the time the product was initially distributed from Safe Fleet
- unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software Services with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;
- use of the Software Services that deviates from the operating procedures specified in the Documentation or is otherwise unintended, including exceeding the usage and retention periods as defined in the Order, any of which may result in Safe Fleet throttling of suspected abusive behavior;
- Excluded Items, other than the interface of the Software Services with the Excluded Items;
- Modified Code;
- any customized deliverables created by Safe Fleet, Safe Fleet partners or third-party service providers specifically for Customer as part of consulting services;
- use of the Software Services with unsupported tools (e.g., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software Services and supported as set forth in the Documentation;
- Any Force Majeure Event;
- during or with respect to any trial period, alpha or beta testing, pre-release version or any unpaid use of the Services;
- insufficient bandwidth or data transmission capacity necessary to perform data exchange to and from customer's facilities to the Cloud Services demarcation point;
- Customer's failure to follow appropriate security practices, including but not limited to password and access control;
- issues arising from Safe Fleet suspension or termination of the customer's right to use the Services in accordance with the Order, these Terms, or the Standard Ts&Cs.

6. Customer Responsibilities. Customer shall perform, and Safe Fleet's obligations regarding Services are subject to, the following Customer obligations:

6.1 Customer Contact. Customer agrees to receive communications from Safe Fleet via e-mail, telephone, and other formats, regarding Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software Services and training options).

6.2 Additional Obligations. Customer's technical contact shall cooperate to enable Safe Fleet to deliver the Services and provide accurate and complete data in a timely and organized fashion as requested by Safe Fleet in the support of the Services.

6.2.1 Customer is solely responsible for the use of the Software Services by its personnel and, without limiting Safe Fleet's obligation to provide training to the extent (if any) specified in the Order, shall properly train its personnel in the use and application of the Software Services.

6.2.2 Customer shall promptly report to Safe Fleet all problems with the Software Services, and shall implement any corrective procedures provided by Safe Fleet reasonably promptly after receipt.

6.2.3 If Customer has purchased 24/7 Support, Customer will have resources available to work 24X7 on Severity One and Severity Two Errors.

6.2.4 Customer will provide sufficient bandwidth to perform data exchange to and from customer's facilities and those of third-party providers in a timely manner, including those of the Microsoft Azure Government services utilized by Cloud Services.

6.2.5 Customer will use Cloud Service within the intended use including adherence to the usage plans and retention periods as defined in the Order.

6.2.6 Customer acknowledges and will comply with Section 9 of these Terms, regarding data retention and backups.

6.2.7 CLIENT will promptly respond to requests for information including but not limited to the product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the product, any error messages displayed actions taken before the product experienced the issue and steps take to resolve the issue.

6.2.8 Services for Software Services made available under open source licenses may be subject to additional policies located on the Support Services Website, and Customer agrees to comply with all such policies.

6.3 **Modified Code.** In the event that Safe Fleet suspects that a reported Error or other Request may be related to Modified Code or an Excluded Item, Safe Fleet, may, in its sole discretion, request that the Modified Code or Excluded Item be removed, and/or inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging Safe Fleet's consulting services group for an additional fee.

7 **"Time and Materials Services"** means any services performed by Safe Fleet or any Safe Fleet-authorized party acting on its behalf in response to (a) any Customer Request with respect to any matter not expressly included in Services as described in Sections 1 through 4 of these Terms, (b) any Service Exclusions, or (c) any Excess Requests (as defined below). Safe Fleet limits the number of Severity One or Severity Two Requests which may be reported per customer to 10 occurrences per month combined and a total of 75 occurrences per year combined. **"Excess Request"** means any Request in excess of 10 Requests in a calendar month or 75 Requests in a calendar year, whichever comes first. Customer will pay Safe Fleet at its then-current rates for Time and Materials Services, and Safe Fleet may invoice Customer for same upon performance of such Time and Materials Services. Safe Fleet will provide a listing of its then-current rates upon Customer request.

8 Fees

8.1 **Payment Terms.** Services Fees are payable in advance, either, in the case of the initial term, on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period; or, in each case, if earlier, within thirty (30) days of receipt of invoice. Services Fees are specified in the applicable Order and are non-refundable. Safe Fleet will invoice Customer for Services promptly following Customer's purchase. By placing an order for Services, Customer represents that Customer is authorized pursuant to applicable laws and regulations to commit to payment prior to completion of the Services Period, as set forth herein. *

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8.2 **Prorated Fees.** In the event that Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all of its Software Services licenses coterminous with the renewed or added Services. In such case, Safe Fleet will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

8.3 **Migration.** Except in the case of enterprise license agreements, in cases where Customer purchases a license to migrate up from one edition of the Software Services to another (e.g., Safe Fleet DVMS Standard to Safe Fleet DVMS Enterprise), any unused portion of the Services Period on the original license will be converted and used to extend the Services Period for the newly purchased upgraded license.

9 Data Retention and Backups

9.1 **Backups/Data Loss.** Without limiting anything in the Standard Ts&Cs, Safe Fleet is not responsible for lost data or information in the course of providing Services or in the event of errors or other malfunction of the Software Services or computers on which the Software Services are used. Without limiting the foregoing or anything in the Standard Ts&Cs, it is possible that data will be lost or that the drive may need to be reformatted in the course of service and as such Safe Fleet will not be held liable for any damage to or loss of any program, data or other information stored on any media or any part of any product serviced hereunder.

9.2 **Geographically Redundant Storage.** All data within the Cloud Service is replicated synchronously within Microsoft Azure Government Primary Region. For an additional cost, customer may choose to include selection of Geographically Redundant Storage in their Order to decrease the risk of data loss by having their data within the Cloud Service replicated synchronously within the Microsoft Azure Government Primary Region and then replicated synchronously to a Secondary Region. In such case, Customer retains the same rights and control, and grants the same rights to Safe Fleet, with respect to replicated data as with the original customer data.

9.3 **Data Retention.** Customer is solely responsible for deletion of data within the Cloud Service, including through the administration of the data retention settings and their application and the other administrative data aging, purge and deletion functions. Customer agrees to adhere to its own data retention policies, and Safe Fleet will have no obligations or liabilities with respect to any changes Customer makes to such policies after the effective date of the applicable Order. Customer must properly utilize the Event-Type assignment (including Default Event Type) and overrides to ensure customer desired outcome of automated data deletion/purging with full knowledge that once deleted/purged from the system there is no possible recovery from the system of deleted/purged data.

9.4 **Data Breach.** For purposes of this Section 9.4, “Data Breach” means any act or omission that materially compromises the security, confidentiality, or integrity of Customer Data constituting protected personal information under applicable Law. Safe Fleet shall comply with this Section 9.4 with respect to any Data Breach, and, notwithstanding anything to the contrary in the Order or Accompanying Agreement, except to the extent otherwise required by applicable Law, same shall be Safe Fleet’s sole obligation with respect to any act or omission that compromises, or may, or is alleged to, compromise, Customer Data or the physical, technical, administrative, or organizational safeguards relating thereto. Upon discovery of any Data Breach, Safe Fleet shall

- a) comply with all applicable Laws with respect thereto;
- b) promptly notify the Customer of the following, to the extent known by Safe Fleet:
 - 1) The nature of the Data Breach;
 - 2) The Customer Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Customer Data;
 - 4) What Safe Fleet has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Safe Fleet has taken or will take to prevent future Data Breaches; and
- c) employ commercially reasonable efforts to quarantine the Data Breach, ensure secure access to the affected Customer Data, and repair the Cloud Services as needed in accordance with these Terms.

9.5 **DISASTER RECOVERY/BUSINESS CONTINUITY:**

- a) In the event of disaster or catastrophic failure that results in significant Customer Data loss in excess of 1 petabyte, or extended loss of access to Customer Data for more than 48 hours, Safe Fleet shall promptly notify the Customer. Safe Fleet shall provide such notification within twenty-four (24) hours (excluding weekends and holidays) after Safe Fleet reasonably believes there has been such a disaster or catastrophic failure. In the notification, Safe Fleet shall inform the Customer of the following, to the extent known by Safe Fleet:
 - 1) The scale and quantity of the Customer Data loss;
 - 2) What Safe Fleet has done or will do to recover the Customer Data and mitigate any deleterious effect of the Customer Data loss; and
 - 3) What corrective action Safe Fleet has taken or will take to prevent future Customer Data loss.
- b) Safe Fleet shall employ commercially reasonable efforts to restore continuity of Cloud Services, restore Customer Data in accordance with the RPO and RTO as set forth herein, restore accessibility of Customer Data, and repair the Cloud Services as needed to meet the performance

requirements stated herein.

- ~~c) The obligations set forth in this Section 9.5 shall, notwithstanding anything to the contrary in the Order or Accompanying Agreement, be Safe Fleet's sole obligations pursuant to this Agreement with respect to any such disaster or failure.~~

INT _____