



## GENERAL TERMS AND CONDITIONS OF SALE

### INFORM™ FLEET MANAGEMENT, SURFSIGHT PRODUCTS - NORTH AMERICA

EFFECTIVE DATE: February 23, 2021

**GENERAL, INTERPRETATION AND COMPLETENESS:** This contract is deemed made in the state of Seller's principal place of business and shall be interpreted under the Uniform Commercial Code and other laws of said state in force at the date of contract. Products are sold only on the terms contained in this document. Different or additional terms, previously or hereafter proposed by Buyer, are not agreed to by Seller. This contract contains the final and entire agreement between Seller and Buyer and no understandings, representations, agreements, modifications, alterations, or additions shall be effective unless in writing and signed by Seller and Buyer.

**TITLE, RISK OF LOSS AND INSURANCE:** Title to each shipment of the products sold hereunder and risk of loss thereon passes to Buyer when such products are delivered by Seller or its agent to a common carrier or licensed trucker consigned to Buyer, or designated agent, but they remain subject to Seller's rights of stoppage in transit and of reclamation. If a strike, embargo, governmental action or any other cause beyond Seller's control prevents shipment or delivery to Buyer or designated agent, or if shipping instructions for any shipment are not received before shipment date, or if payment is to be made on or before delivery, title and risk of loss passes as soon as the shipment has been set aside by Seller and invoiced to Buyer (subject to Seller's rights as an unpaid Seller), payment shall be made in accordance with invoice as though the products had been delivered and accepted by Buyer and the Seller shall be under no duty to carry insurance thereafter.

**PRICES AND TERMS:** All prices quoted are F.O.B. point of shipment and Seller's standard terms of net 30 days after shipment, subject to the approval of its credit department. On all invoices not paid by maturity date, Seller reserves the right to charge a service fee from the maturity date of said invoice at the maximum lawful interest rate permitted by law, or such lower rate as Seller, in its sole discretion may determine from the date first owed until paid in full. Pro-rata payments shall become due as shipments are made. If Buyer delays shipment or delivery, seller reserves the right to bill upon the date of originally scheduled shipment date and payment shall become due based upon the date of which Seller is prepared to make shipment. Buyer shall be liable for the price of all products substantially conforming to the contract, notwithstanding that Buyer may not have accepted, or may have revoked acceptance of same Seller may, at any time and from time to time, in its sole discretion, limit or cancel the credit of Buyer as to time and amount and as a consequence, may demand payment in cash before shipment of any unfilled portion of this contract and failure of Buyer to make any such payment within 10 days after demand shall constitute an event of default under this contract. Approval of credit for one or more shipments or contracts shall not be deemed a waiver of the provisions of this paragraph. Buyer hereby represents to Seller that is now solvent and agrees that each acceptance of delivery of the products sold hereunder shall constitute reaffirmation of this representation at such time. For any overdue payments, buyer shall pay, in addition to the overdue payment, any reasonable cost of recovery of the debt, reactivation fees, attorneys' fees and court costs incurred in connection with collection. Furthermore, as associated with reoccurring service fees, Buyer is hereto notified that such services may be temporarily suspended or permanently terminated upon little or no notice in the event of invoices not being paid by maturity date. For clarity, all amounts payable are non-refundable and shall be paid without deduction, setoff, or counterclaim.

**SALES AND SIMILAR TAXES:** Unless otherwise stated, the Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the Buyer hereunder shall pay the amount of any applicable present or future sales, use, excise or other similar tax applicable to the sale of the products.

**DELIVERY:** Seller shall not be liable for any default, delay or reduction in performance or inability to perform occasioned by any cause beyond its control or beyond the control of its suppliers or contractors, including, but not limited to strike, embargo, governmental action or inability to obtain products or services. If performance by Seller is delayed by reason thereof, time for performance shall be extended for a period of time equal to the duration of such cause. If as a result of any such cause, Seller is unable to perform this contract in whole or in part, then to the extent that it is unable to perform the contract shall be deemed terminated without liability to either party but shall remain in effect as to the unaffected portion thereof, if any.

**CLAIMS:** Buyer shall be conclusively deemed to have accepted any product sold hereunder, and he shall be barred from any remedy except as set forth in paragraph "Warranty" including but not limited to, his right to cancel, reject or claim damages for breach of this contract (1) in the case of all claims except a latent defect 14 days after invoice or shipment date

whichever is later or (2) in case of a latent defect 30 days after invoice or shipment date or (3) in any event when the product shall have been altered from its original state. If within the periods of time specified in subparagraph (a) Buyer notifies Seller in writing sent by certified mail of a claimed breach of this contract then (1) Buyer shall together with such notice of such claimed breach offer Seller in writing prompt opportunity to examine the product and the failure to so offer or to afford adequate opportunity for examination by Seller constitutes acceptance and waiver of all claims for breach (2) if Seller determines such claim to be valid, it may within a reasonable time (I) at Seller's option either repair or replace nonconforming part, parts or product or (II) in the case of any product sold under this contract which remains undelivered on the date of delivery Seller may deliver such product and such actions shall be accepted by Buyer as full performance of this contract.

**SEVERABILITY OF BREACH:** Any defect in quality, delay in delivery or non-delivery shall affect only the particular shipment so defective or delayed or not delivered and shall not affect the balance of this contract or any other contract. Any shipment not in dispute shall be paid for on the due date, as provided in this contract, without offset, defense or counterclaim and regardless of any controversy relating to any other shipment or undelivered product.

**DEFAULT BY BUYER:** If Buyer fails, with or without cause, to furnish Seller with specifications and/or instructions for, or refuses to accept deliveries of any product herein sold, or is otherwise in default under or breaches or repudiates this or any other contract with Seller or fails to pay when due any invoice under said contract, all of the foregoing being known as events or event of default, then in addition to any and all other remedies which Seller may have hereunder or by law Seller without notice (1) may invoice and declare due and payable all undelivered products, whether finished or unfinished, under this or any other contract with Seller and/or (2) may defer shipment and delivery hereunder and under any other contract until such event (2) of default is (are) removed and/or (3) may cancel any undelivered portion of this and/or any other contract in whole or in part (Buyer remaining liable for damages including but not limited to the difference between the resale price of such undelivered portion and the contract price thereof) and/or (4) may declare forthwith due and payable all outstanding invoices of Buyer under this or any other contract and/or (5) may at any time and from time to time sell all or any products of Buyer or products held for Buyer for the account of Buyer at public or private sales, Buyer is to be responsible for the costs and expenses of such sale and for any deficiency, Seller accounting to Buyer for any excess (Seller having the right to become buyer of such products at any such sale) and/or (6) Seller may take possession of any products Buyer has failed or refused to receive with the right to hold or sell same as above provided.

**WARRANTY:** Seller hereby expressly, excludes all expenses and implied warranties of merchantability, fitness or otherwise, except such warranties as are set forth in this paragraph below any product or services supplied by parties over whom seller has no control as to the quality of the manufacture is hereby expressly excluded from all express and implied warranties of merchantability, fitness or otherwise, except as set forth in the express written warranty of the supplier of such component. For complete warranty information, please refer to: **WARRANTY TERMS AND CONDITIONS, RETURN, AND REPAIR INFORMATION - INFORM™ FLEET MANAGEMENT SOLUTIONS.**

**WARRANTY DISCLAIMER:** Except as set forth in the hardware warranty, the products and add-on products are provided on an as is basis and to the fullest extent permitted under applicable law, company disclaims all other representations, warranties or conditions, whether express, implied or statutory, with respect to the cameras, add-on products, third party software and the solution and any services provided hereunder, including but not limited to any warranties or conditions of satisfactory quality, non-infringement, merchantability or fitness for a particular purpose, uninterrupted or error-free operation and those arising out of statute or otherwise in law or from a course of dealing or usage of trade thereof. The remedies provided in the limited hardware warranty and this section shall be the sole and exclusive remedies available to reseller, and reseller shall have no additional claim or rights against company, its affiliates or any third party manufacturer, supplier or licensor related to the products, add-on products, third party software or related services, whether arising or based in contract, negligence, product liability, trade practices, or otherwise.

**LIMITATION OF PROCEEDINGS:** No action of any kind may be commenced against Seller more than one (1) year from the date Buyer's claim or cause of action against Seller first arose.

**WAIVER:** Waiver by Seller of a breach by Buyer of any provision of this contract shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

**DAMAGES:** Seller's liability shall in no event except in the case of non-delivery exceed the cost of repairing or replacing such part, parts or products or the amount of the purchase price paid with respect to the product on which the claim for

damage is based, whichever is lesser (Buyer is to return to Seller any product with regard to which Buyer receives the amount of the purchase price paid) in the case of non-delivery Seller's liability shall not exceed the difference if any between the contract price and the market price on the contract day of delivery of the product to be delivered. Use of Surfside products and services is conditioned on Buyer's acceptance of the Surfside End User Agreement ("EUA") and Appendix of this Contract.

SELLER IN NO EVENT SHALL HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFIT OR DAMAGES RESULTING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PRODUCT SOLD HEREUNDER.

#### APPENDIX: CUSTOMER AGREEMENT, RE: USE OF SURFSIGHT

The additional terms and conditions below shall apply to the purchase and use of the Surfside solution (the "Solution"). "Customer" shall mean the person or entity purchasing and using the Solution. The Solution is intended to be connected to vehicles used by Customer's staff (the "Customer Users") and serve the Customer for purposes defined by the Customer. Customer acknowledges that the Solution is provided via cloud service, on a Software as a Service (SaaS) basis, by Lytx, Inc., having its principal place of business at 9785 Towne Centre Drive, San Diego, California 92121 USA ("Company"), and that in order to enable the use of the Solution by the Customer and any of the Customer Users, Company provides certain services related to the Solution (the "Company Services").

The Customer declares and agrees as follows:

1. The Customer has been advised that the use of the Solution is subject to the Company's End User License Agreement (<https://surfsight.net/eula>) and Privacy Policy (<https://surfsight.net/privacy>) (the "Company Documents") and hereby agrees to be bound by the terms of the Company Documents. Further, Customer represents and warrants that any Customer User with "administrator" permissions has the necessary authority to act on behalf of Customer, including without limitation the authority to agree to the End User License Agreement or other Company Documents.
2. The Customer is aware that as part of its use of the Solution, certain personal information about the Customer Users will be collected. The Customer determines the purposes and means of the processing of such personal information. Therefore, the Customer hereby declares that the Customer assumes all the responsibility toward the Customer Users as the entity controlling their personal information pursuant to any applicable privacy and data protection laws.
3. The Customer is also aware that as part of its use of the Solution, Company may obtain and/or collect personal information about Customer Users on behalf of the Customer and that Company may use that information for the purpose of providing the Company Services and as described in the Company Documents. The Customer hereby acknowledges that with respect to the processing of personal data, Customer is the data controller and Company is a data processor.
4. The Customer at its sole discretion determines who will become a Customer User. Therefore, Customer undertakes to (i) inform such Customer Users that Company may collect and process personal information about them; and (ii) provide such Customer Users with a prominent and clear reference to Customer's privacy policy and the Privacy Policy, as well as a sufficient opportunity to ask questions and receive clarifications in relation to such documents and shall bear the sole responsibility and liability towards such Customer Users with respect to failure to comply with the above or with any privacy and data protection laws.
5. The Customer hereby releases Company from any liability for any allegations that may be related to Company failing to provide the Customer Users a proper disclosure about the collection and processing of their personal information by Company or failing to obtain their consent, if needed, in relation to such processing.
6. The allocation of responsibility between the Customer and Company in relation to the personal data collected during the use of Company shall be as detailed in the Company's End User License Agreement (<https://surfsight.net/eula>).
7. Customer represents and warrants that Customer, and all Customer Users, are not the subject or target of sanctions or restrictions under applicable Sanctions Laws, including: (i) any person or entity listed on any U.S. or non-U.S. sanctions- or export-related restricted or prohibited party list, including OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identifications List, the United Nations Security Council Consolidated List, the EU Consolidated List and the Consolidated List of Financial Sanctions Targets in the UK; (ii) any person or entity that is, in

the aggregate, fifty (50) percent or greater owned, directly or indirectly, or otherwise controlled by one or more persons or entities described in clause (i); or (iii) any national of a Sanctioned Country. Further, Customer represents and warrants the Solution shall not be deployed or used in any Sanctioned Country. "Sanction Laws" means all U.S. and non-U.S. laws or regulations relating to economic or trade sanctions, including but not limited to the laws and regulations administered or enforced by the United States (including by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union and Her Majesty's Treasury of the United Kingdom. "Sanctioned Country" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (as of the date hereof, Cuba, Iran, North Korea, Venezuela, Syria, and the Crimea region of Ukraine).

8. Customer agrees to appoint at least one Customer User as its administrator for the use of the Solution. Customer requests that Company provide any Customer User with an administrator role with full administrator permissions and access to all Customer's data within the Solution, including personal information about Customer Users and the ability to define additional users for the Solution and their respective permissions.