

Sales under these Terms and Conditions (these “Terms”) are by either IT US Acquisition Company, LLC, a Missouri USA limited liability company that does business as SureCam or SureCam (Europe) Limited, a UK private limited company registered with company number 10833422 (in either case, “SureCam”) to the entity named as the customer (“Customer”) in the Sales Order and are conditional upon Customer’s agreement with these Terms only. If these Terms are given to Customer before the Customer provides a purchase order or similar payment method document to SureCam, these Terms shall prevail over any terms submitted by Customer and SureCam rejects any terms of Customer, whether confirmatory or otherwise. If SureCam gives these Terms to the Customer after the Customer has provided other terms to SureCam, whether as part of a purchase order or otherwise, then SureCam’s acceptance of any offer by Customer, is expressly conditional upon the Customer’s acceptance of these Terms. Customer’s performance, or acceptance of, or payment for, any products or services from SureCam will constitute Customer’s acceptance of these Terms. These Terms, together with the associated Sales Order constitute a “Supply Agreement”. Customer represents and warrants that any products that it purchases from SureCam are for business or commercial use only and not for domestic, personal, family, or household use.

1. DEFINITIONS.

In addition to terms defined at other places in these Terms, the following terms will have the following meanings for the purposes of these Terms, Sales Orders and the Schedules and any attachments to these documents.

“**Account**” has the meaning given to it in Section 3.6.

“**Affiliate**” means in relation to a party, any entity controlling, controlled by or under common control with such party and “control” shall have the meaning given to it in section 1124 of the Corporation Tax Act 2010..

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“**Data**” means information gathered by the Equipment through the Software Services and processed or stored by SureCam in connection with the Services.

“**Data Processing Agreement**” means the data processing agreement between SureCam and the Customer in accordance with which SureCam will process any personal data of the Customer, contained in Schedule 4.

“**Delivery**” means either the Installation of the Equipment in cases where Installations are purchased by the Customer as a Professional Service, or the date that the Equipment is delivered by SureCam’s chosen shipping partner to the Customer in cases where Installation is Customer scope.

“**Demarcation Point**” means the outermost point on SureCam’s or its hosting provider’s firewall with the public internet.

“**Documentation**” means the user manuals, and operating manuals for the Services and Equipment supplied by SureCam, as SureCam updates the same from time to time.

“End User” means a natural person who is a Customer’s or Customer Affiliate’s employee or contractor and who is designated by Customer or the Customer Affiliate to use the Services and access the Data.

“Equipment” means the cameras or other equipment (including any firmware embedded therein) provided by SureCam to the Customer, as detailed in a Sales Order.

“Fees” means the charges payable for the Services and/or the Equipment as detailed in a Sales Order. Where a Customer leases the Equipment from SureCam the Customer shall pay a monthly fee to SureCam to cover lease of the Equipment, use of the Software Services and provision of the Maintenance and Support Services. Where a Customer purchases the Equipment from SureCam, the fees cover purchase of the Equipment and will include a separate monthly fee, payable by the Customer, to cover provision of the Software Services. The fees payable for any Professional Services shall be as specified, and payable as detailed, in the Sales Order. To avoid doubt, the fees for the Professional Services shall not form part of any monthly payments made by the Customer to SureCam.

“Initial Term” means the initial term of the Supply Agreement being the term stated in the first Sales Order entered into between the Customer and SureCam or, if no such initial term is stated, one year beginning on the Start Date and ending on the first anniversary of the date of such Sales Order unless terminated earlier as provided for in the Supply Agreement. The Initial Term may be extended on agreement in writing by the parties in subsequent Sales Orders.

“Intellectual Property Rights” means copyrights, patents, rights in trademarks and trade dress, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, registered or unregistered which subsist or will subsist now or in the future in any part of the world.

“Maintenance and Support Services” means the standard SureCam maintenance support services supplied in respect of the Equipment, as described in Schedule 1.

“Malicious Code” means computer software, code, or other instructions intended to gain or facilitate unauthorized access to, prevent authorized access to, damage, disable, or degrade the performance of, computer systems or data. The term includes, but is not limited to, such software, code, or instructions commonly referred to as “viruses,” “worms,” “Trojan horses,” and “spyware.”

“Professional Services” means the services supplied by SureCam to the Customer to facilitate use of the Equipment by the Customer, which may include (where the Customer is installing the Equipment) assisting the Customer to install the Equipment by providing training and support to the Customer’s designated personnel, or (where SureCam is installing the Equipment) installation of the Equipment for the Customer, and such other ‘on-boarding’ services as are necessary to enable use of the Equipment by the Customer, as more fully described in a Sales Order.

“Renewal Term” has the meaning given to it in Section 15.2.

“Sales Order” means the order signed by the Parties describing the Services, and Equipment to be provided by SureCam.

“Services” means the Professional Services, Software Services and/or Maintenance and Support Services (as detailed in each applicable Sales Order) that SureCam provides to Customer pursuant to the Supply Agreement.

“Software Services” means SureCam’s network-connected vehicle camera proprietary tracking system service which collects Data, which is licensed to the Customer on a subscription basis subject to the Customer paying the applicable monthly Fees, as detailed in the relevant Sales Order.

“Start Date” has the meaning given to it in Section 2.1.

“Supply Agreement” means these Terms (including the Schedules), together with any associated Sales Order.

“Term” means the Initial Term and any Renewal Term.

2. SCOPE OF AGREEMENT

2.1 Formation and duration of Supply Agreement. By confirming it wishes to proceed with the Sales Order (either in writing, or by issuing a purchase order number to SureCam or by signing the Sales Order) the Customer confirms it wishes to purchase or lease the Equipment and/or Services from SureCam subject to the terms of the Supply Agreement. The Supply Agreement shall come into effect on the date specified in the first Sales Order (the “Start Date”). The Supply Agreement shall continue for the Initial Term unless and until terminated or cancelled in accordance with Section 15. Every Sales Order entered into between the Customer and SureCam subsequent to the first Sales Order shall be governed by and be subject to the terms of the Supply Agreement.

2.5 Order of Precedence. In the event of a conflict between or among these Terms, one or more Schedules, and a Sales Order, the respective documents will apply in the following descending order of precedence. The Sales Order, then these Terms, then the Schedules.

2.6 Customer Documents. SureCam may accept and process customer purchase orders or similar documents. Any such acceptance will be solely for administrative convenience and no provision of any such Customer document shall form part of the Supply Agreement.

2.7 Non-Exclusive Agreement; Independent Contractors. The arrangement set forth in each Supply Agreement is non-exclusive and no Supply Agreement will prevent or prohibit either party from entering into similar agreements with other providers, purchasers, licensors, or licensees, as the case may be, of products or services similar to those under the Supply Agreement. The parties are independent contractors. Nothing in the Supply Agreement or in the activities contemplated by the parties under the Supply Agreement will be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Each party will be deemed to be acting solely on its own behalf and has no authority to bind the other to any third party. SureCam will use its sole discretion to determine the manner or method for completing the Services.

3. SUPPLY OF THE SERVICES.

3.1 General. SureCam will provide the Services in a professional manner using reasonable skill and care in accordance with good industry practice. The Services supplied to the Customer shall vary depending

on whether the Customer takes a lease to use the Equipment or purchases the Equipment from SureCam:

(a) Where the Customer leases the Equipment from SureCam, the Customer shall make monthly payments to SureCam, in accordance with Section 9 below, which shall cover provision of the Software Services and Maintenance and Support Services to the Customer;

(b) Where the Customer purchases the Equipment from SureCam, in order to get the full benefit of the Equipment and receive the Data, the Customer must have an active licence in place to use the Software Services. The fees for such licence shall be payable monthly, as specified in a Sales Order. The Customer's right to use the Software Services shall cease when the Supply Agreement expires or terminates. The Customer may be provided with Maintenance and Support Services if this is expressly agreed in writing with SureCam in a Sales Order and subject always to the Customer paying the applicable fees in respect of such Maintenance and Support Services.

(c) Where the Customer requests that SureCam supply Professional Services to it as part of the Supply Agreement, the scope of such Professional Services shall be as detailed in the Sales Order. The Professional Services shall be supplied using reasonable skill and care in accordance with good industry practice.

3.2 Times. SureCam will use commercially reasonable efforts to meet any delivery dates set forth in a Sales Order, but these dates are estimates only.

3.3 If SureCam provides Customer with a SIM card in connection with the Equipment, Customer will only use it in conjunction with the Equipment and with normal usage volume. SureCam reserves the right to recover from Customer costs of excess or unauthorized usage.

3.4 Generally. SureCam will provide to Customer the Maintenance and Support Services at the Demarcation Point as described in Schedule 1, for the duration identified in the applicable Sales Order.

3.5 Affiliates and End Users. Customer may permit its Affiliates and End Users to use the Services and Equipment, provided that Customer shall be and will remain liable for any act or omission of such Affiliates and/or End Users that, if committed or omitted by Customer, would be a breach of the Supply Agreement.

3.6 Account(s). Customer will be solely responsible for all use (whether or not authorized) of the Services, Documentation, and Data under the Supply Agreement. SureCam will set up and make available to Customer user accounts for End Users (each such account an "**Account**"). Each Account is personal in nature and may be used only by Customer or its designated End Users. Customer is solely responsible for all use of the relevant Services and Equipment by each End User and for compliance by each End User with the applicable terms of each Supply Agreement. Customer will be solely responsible for all acts and omissions of its End Users. Customer will ensure the security and confidentiality of each Account ID and will notify SureCam immediately if any credentials for any Account are lost, stolen or otherwise compromised. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and each End User to connect to, access, and use the Services.

4. USE; LIMITATIONS; PROHIBITIONS.

4.1 Subject to the Customer paying the relevant monthly Fees, SureCam grants to the Customer a non-exclusive, non-transferable right to use and permit Affiliates and End Users to use the Software Services for the Term.

4.2 The Customer will not, and Customer will not permit any of its Affiliates, End Users or other third parties to:

(a) Copy, modify, or create derivative works or improvements of the Equipment, including the firmware embedded therein and/or the Software Services;

(b) Except where Customer makes the Software Services and/or Equipment available to its Affiliates and/or its or their End Users as contemplated by Section 3.5, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software Services or Equipment to any third party, including, but not limited to, by or through any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;

(c) Reverse engineer, disassemble, decompile, decode, adapt the Equipment and/or the Software Services, or otherwise derive or gain access to the source code of the firmware embedded in the Equipment and/or the Software Services, in whole or in part, or attempt to do the same;

(d) Remove or alter any copyright, trademark, or other proprietary right notice with respect to the Software Services or Equipment;

(e) Bypass, circumvent, or breach any security device, license key, or protection used by SureCam or contained in the Equipment, or access or use the Software Services or Equipment other than through the use of a then-valid Account;

(f) Input, upload, transmit, or otherwise provide to or through the Software Services or Equipment, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Malicious Code;

(g) Access or use the Services or Equipment in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights, contract, or other rights of a third party (including, but not limited to, by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other SureCam customer, or the unauthorized or unlawful use or disclosure of any personal information, or that violates any applicable law);

(h) Access or use the Services or Equipment: (i) for purposes of analysis, comparison, or benchmarking of the Services or Equipment against third-party goods, services, or software where such analysis, comparison, or benchmarking is made available to one or more third parties; or (ii) the development, provision, or use of any good, service, or software that competes with the Services or Equipment;

(i) Use any SIM card or communications capability for, or as, a satellite modem, WAP, voice communication, SMS, USSD, SIM-boxing, SIM-banking, or APN other than the predetermined APN assigned in the Equipment at installation; and

(j) Provide, or make available, any Account credentials to any person or entity other than an End User.

4.3 The Customer will, and will procure that its Affiliates and End Users:

- (a) use the Equipment solely in connection with the Software Services;
- (b) do not use, maintain, or store any Equipment improperly, carelessly, or in violation of the Supply Agreement or any law applicable to the use of such Equipment; and
- (c) operate the Equipment using competent and qualified personnel in the manner, and for the use, contemplated by its manufacturer and by the Supply Agreement.

4.4 Customer will be responsible for installation of the Equipment in accordance with instructions provided by SureCam unless the applicable Sales Order provides for installation by SureCam or a third party. Customer may elect to engage a third party to complete installation but does so at its own risk. Customer remains responsible for such third party's actions.

5. SUPPLY OF THE EQUIPMENT.

5.1 Purchase and/or Lease of Equipment. Customer may purchase and/or lease Equipment from SureCam under the Supply Agreement. Where the Customer leases Equipment from SureCam, the provisions of Schedule 2 shall apply. Where the Customer purchases Equipment from SureCam, the provisions of Schedule 3 shall apply.

5.2 Delivery/Installation of Equipment. SureCam will deliver the Equipment in accordance with the terms of the applicable Sales Order. SureCam will use commercially reasonable endeavors to deliver Equipment on the date specified in a Sales Order, but does not guarantee that it shall be able to do so. If no delivery terms are stated in a Sales Order, the delivery terms in the United States are FOB (UCC 2-319) SureCam's or its supplier's facilities and delivery terms outside the United States are EXW (Incoterms 2020) SureCam's or its supplier's facilities. The Customer shall be deemed to have accepted the Equipment on the delivery date (although this shall not prevent the Customer from exercising its rights under the Equipment warranties contained in Schedule 2 and 3). After delivery of the Equipment, Customer will install the Equipment in its vehicles in accordance with SureCam's instructions, unless the Sales Order provides for installation by SureCam or a third-party installer.

6. USE OF DATA.

6.1 Data Generally. SureCam may use the Data in order to provide the Services and Equipment under all Supply Agreements.

6.2 Anonymization. Data that has been anonymized, pseudonymized or depersonalized so as not to identify Customer, Customer's personnel or any of Customer's confidential information may be used by SureCam for any purpose.

6.3 Diagnostic Information. SureCam may collect, use, store, process, and analyze diagnostic, technical information and use it for purposes of performing the Services, including, but not limited to, providing the Software Services, Maintenance and Support Services, improving its equipment, products, services and/or software, developing new equipment, products, services, and/or software, or any other purpose as determined by SureCam.

6.4 Feedback. Customer may submit enhancement requests, usability suggestions, new features or functions, questions and/or bug reports ("**Feedback**"). SureCam may use Feedback for any purpose, free of any royalties or fees to Customer.

6.5 Retention of Data. Customer may make copies of the Data collected by SureCam as part of the Software Services for Customer's own internal use. SureCam will make available to Customer the Data associated with Customer's use of the Software Services for a period of two (2) months, after which time SureCam may delete the Data.

6.6 Personal Data. The parties acknowledge that in order to provide the Equipment and Services to the Customer, it should not be necessary for SureCam to process personal data on behalf of the Customer. However, to the extent that the processing of personal data is incidental to the provision of Services and Equipment under this Supply Agreement, the parties agree to comply with the terms of the Data Processing Agreement.

7. CUSTOMER RESPONSIBILITIES.

The following obligations of Customer are in addition to all other obligations in the Supply Agreement.

7.1 Related Costs. Except as specifically set forth in a Sales Order, Customer will have sole responsibility for the costs, expenses, and deployment of any interconnection, installation and testing required in order for the Customer to receive the benefit of the Services.

7.2 Network Connections. Customer must connect via a network to SureCam's systems ("Network Connection") to use the Software Services and Maintenance and Support Services and may not use the Network Connection or its equipment or systems in a way that interferes in any way with or adversely affects SureCam's systems.

7.3 Cooperation, Designation of Responsible Contacts and Access to Vehicles. Customer will:

- (a) Cooperate with SureCam, and provide reasonable assistance to SureCam in all matters relating to the supply of the Services and/or the Equipment;
- (b) Provide to SureCam current appropriate contact information such that SureCam may communicate to Customer maintenance notifications, outages, support items, and other communications on an ongoing basis, where applicable;
- (c) Provide to SureCam such information and materials as are reasonably necessary to perform the Services and supply the Equipment; and
- (d) Obtain and maintain any licenses and/or permits necessary for Customer to use the Equipment and Services.

8. NETWORK SECURITY/DATA PRIVACY.

Each party will adhere to generally accepted industry practices relating to data management, network security, and data privacy as they relate to the Network Connection and will be solely responsible for the selection, implementation and maintenance of security procedures and policies that are sufficient to ensure that:

- (a) such party's use of the Network Connection is secure, including protecting from viruses and Malicious Code or attacks, and is used only for authorized purposes; and

(b) such party's business records and data are protected against improper access, use, loss alteration or destruction.

9. FEES AND TAXES.

9.1 Fees. (a) Customer will pay the Fees for the Services and Equipment as described in the applicable Sales Order. Except as specified otherwise in the Supply Agreement, all Fees due under the Supply Agreement are non-cancellable and the sums paid nonrefundable. (b) Where a Sales Order calls for periodic payments at stated intervals, Customer will pay such amounts according to the payment schedule and payment terms specified in the Sales Order. (c) With respect to monthly invoiced amounts, the Customer shall ensure payment is made via direct debit or by Stripe unless expressly agreed otherwise in writing in a Sales Order. (d) Any past-due Fees will bear interest until paid in full at the greater of 2.5% per month or the highest rate permitted by law. (e) SureCam may increase its Fees annually provided the Fees shall remain fixed for the Initial Period. Any such increase shall be capped at the cumulative percentage increase in the retail prices index since the date of the Supply Agreement or the last increase, as applicable. (f) If SureCam refers any amount for collection or commences legal proceedings to collect any payment due to it under the Supply Agreement and Customer is found to be required to make such payments, Customer will be responsible for and pay all reasonable attorneys' fees, court costs and other reasonable collection expenses incurred by SureCam.

9.2 Activation; Beginning of monthly Fees. Unless otherwise expressly stated in a Sales Order SureCam shall invoice the Customer as follows:

(a) **Where the Customer is paying by direct debit:** Fees for services will commence either (i) from the date of installation, where SureCam is installing the Equipment as part of the Professional Services; or (ii) 14 days after delivery of the Equipment to the Customer where the installation of the equipment is Customer scope for the first Sales Order placed by the Customer, and 7 days after delivery of the Equipment to the Customer for Sales Orders placed thereafter. The Customer shall receive the first invoice in the month following the calendar month when the Equipment is delivered, and subsequent invoices each calendar month thereafter, for the Fees due for each calendar month. The first month's invoice shall be prorated to include any days from the month in which the Equipment is installed by SureCam, or delivered to the Customer in cases where Installations are Customer scope. For example, if Equipment is delivered on 1st September, then the Customer shall receive their first invoice in October for the Fees payable for October, and the fees payable for 15th to 30th September.

(b) **Where the Customer is paying by Stripe:** Fees for services will commence either (i) from the date of installation, where SureCam is installing the Equipment as part of the Professional Services; or (ii) 14 days after delivery of the Equipment to the Customer where the installation of the equipment is Customer scope. The Customer shall receive the first invoice and payment will be processed via Stripe when the Fees become due, and subsequent invoices each calendar month thereafter for the Fees due for each calendar month. The first Fees invoice shall be prorated to include only the days in that month when Fees were due. For example, if Equipment is delivered on 1st September for a Customer where Installations are Customer scope, then the Customer shall receive their first invoice and make their first payment via Stripe in September for the Fees payable for 15th to 30th September.

(c) Payment of the Professional Fees shall be as specified in the Sales Order.

9.3 Taxes. Customer is exclusively responsible for the payment of all sales and use, value added, duties, tariffs or other similar charges or taxes on the Services and Equipment, other than taxes based upon

SureCam's income. All amounts set forth in an applicable Sales Order are exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized on invoices sent to Customer.

9.4 Expenses. If a Sales Order permits reimbursement of expenses by Customer, Customer will reimburse such expenses.

10. SERVICES WARRANTY AND DISCLAIMERS.

10.1 Warranty. SureCam warrants that the applicable Services will be performed in all material respects in accordance with the Documentation.

10.2 The warranty in Section 10.1 will not apply to the extent that:

(a) the Services are not used in accordance with the applicable Supply Agreement or the Documentation;

(b) the Equipment to which the Services relate has been modified unless such modification was carried out by SureCam or with SureCam's prior written approval; or

(c) SureCam's performance is prevented by Force Majeure.

10.3 To claim the benefit of the warranty in Section 10.1, Customer must:

(a) give notice to SureCam; and

(b) provide to SureCam sufficient detail to allow SureCam to reproduce the nonconformity.

10.3 SURECAM'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF THE WARRANTY IN SECTION 10.1 SHALL BE LIMITED TO REPERFORMANCE OF THE RELEVANT SERVICES, UNLESS, IN SURECAM'S REASONABLE OPINION, SUCH REPERFORMANCE WOULD BE INADEQUATE OR IMPRACTICAL, IN WHICH CASE SURECAM MAY TERMINATE THE APPLICABLE SUPPLY AGREEMENT AND REFUND ANY UNUSED PREPAID FEES. THEREAFTER THE CUSTOMER WILL CEASE ALL USE OF THE SERVICES AND THE SUPPLY AGREEMENT WILL TERMINATE.

10.4 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT: (A) SURECAM DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES OR EQUIPMENT WILL BE UNINTERRUPTED OR ERROR-FREE; (B) SURECAM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; (C) SURECAM PROVIDES ALL GOODS, SERVICES, AND SOFTWARE ON AN "AS IS" BASIS AND THE CUSTOMER SHALL MAKE ITS OWN ENQUIRIES AS TO THE APPROPRIATENESS AND FITNESS FOR PURPOSES OF THE EQUIPMENT AND SERVICES.

10.5 The Services operate utilizing public networks, including the internet, which is not under the control of SureCam. SureCam makes no representations, warranties, or guarantees of any kind, express, implied, statutory, or otherwise, oral or written, with respect to the performance or security of any public network.

10.6 Warranties with respect to the Equipment are set forth on Schedules 2 and 3.

11. INDEMNIFICATION.

11.1 By SureCam. SureCam will indemnify, defend, and hold harmless Customer from and against any and all third-party damages, fines, penalties, awards, or liability (“Losses”) incurred by Customer resulting from any claim by a third party (other than an Affiliate of Customer) that the Customer’s or any End User’s use of the Services and/or Equipment in accordance with the Supply Agreement infringes, a third party’s Intellectual Property Rights, provided that SureCam shall not be liable under this indemnity if such action or Losses arise out of, or result from:

- (a) any changes, alterations or modifications of the Services and/or Equipment by or on behalf of Customer or any End User without SureCam’s express prior written authorization;
- (b) use of the Services, and/or Equipment in combination with any goods, services, or software not provided, authorized, or approved in writing by SureCam;
- (c) access to, or use of, the Services and/or Equipment other than as permitted by the Supply Agreement;
- (d) breach by Customer and/or its Affiliates of the Supply Agreement; and/or
- (e) violation of any applicable law by Customer, any Customer Affiliate, or any of its End Users.

11.2 Where possible, SureCam may, at its option:

- (a) procure for Customer the right to continue use of the Services and/or Equipment, as applicable;
- (b) provide a modification to the Services and/or Equipment so that its use becomes non-infringing;
- (c) replace the infringing Services and/or Equipment with a system or services that are substantially similar in functionality and performance; or
- (d) refund to Customer any Fees paid in advance by the Customer for Services not yet used, whereupon Customer will cease using the Services and (where the Customer is leasing the Equipment) return the Equipment to SureCam pursuant to Section 15.

11.3 Sections 11.1 and 11.2 states SureCam’s sole liability and Customer’s exclusive remedy for claims of infringement, violation, or misappropriation of a third party’s Intellectual Property Rights.

11.4 By Customer. Customer will indemnify, defend, and hold harmless SureCam and its Affiliates from and against any and all Losses incurred by SureCam to the extent that such Losses arise out of or result from:

- (a) any violation by Customer, a Customer Affiliate, or an End User of any applicable law;
- (b) any use of the Services and/or Equipment by Customer, any Customer Affiliate, or any End User that is beyond the scope of or otherwise fails to conform to the express requirements or restrictions of the Supply Agreement; and/or
- (c) any claim by a third party in connection with an actual or alleged tort committed or omitted by Customer, any Customer Affiliate, or any End User.

11.5 Procedure. If a party, as “indemnitee”, becomes subject to a claim as to which the other party, as “indemnitor”, is required by this Section 11 to indemnify the indemnitee, the indemnitee will promptly give notice to the indemnitor of the claim (it being understood that any delay in giving notice will reduce the indemnitor’s obligation only to the extent of prejudice caused by the delay). The indemnitee will cooperate with the indemnitor at the indemnitor’s expense for out-of-pocket costs. The indemnitor will promptly assume, and the indemnitee will grant to the indemnitor, control of the defense and settlement of the claim with counsel of the indemnitor’s choice, provided only that the indemnitor may not, without the indemnitee’s consent (such consent not to be unreasonably withheld delayed, or conditioned) enter into any settlement that binds the indemnitee that imposes any substantive term other than the payment by the indemnitor of money and the release of the indemnitee’s liability. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

12. LIMITATION OF LIABILITY.

12.1 Nothing in the Supply Agreement shall limit or exclude either party’s liability for:

- (a) death or personal injury caused by its negligence or the negligent acts or omissions of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for either party to exclude or attempt to exclude its liability.

12.2 Subject to Section 12.1 above:

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THE SUPPLY AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE, OR INDIRECT DAMAGES; and

(b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER FOR ANY CLAIM UNDER THE SUPPLY AGREEMENT SHALL BE LIMITED AS FOLLOWS:

(i) IN RESPECT OF ANY CLAIM UNDER SECTIONS 11 (INDEMNIFICATION), 13 (CONFIDENTIALITY) AND ANY CLAIM UNDER THE DATA PROCESSING AGREEMENT (SCHEDULE 4), A PARTY’S LIABILITY TO THE OTHER SHALL BE CAPPED AT £/\$500,000; AND

(ii) FOR ALL OTHER CLAIMS A PARTY’S LIABILITY TO THE OTHER SHALL BE CAPPED AT AN AMOUNT EQUAL TO THE SUMS PAID OR PAYABLE DURING THE 12 MONTHS PRECEDING THE DATE UPON WHICH THE ACTION GIVING RISE TO THE CLAIM AROSE (OR, IF 12 MONTHS HAS NOT BY THEN ELAPSED, THE AMOUNT THAT WOULD HAVE BECOME PAYABLE HAD BOTH PARTIES FULLY PERFORMED THE SUPPLY AGREEMENT FOR 12 MONTHS).

13. CONFIDENTIALITY.

13.1 “Confidential Information” of a party means any information belonging to, or held by, the party, whether fixed in a tangible medium or otherwise, that is: (a) Not readily ascertainable by proper means by the public; and (b) The subject of commercially reasonable efforts by the party under the circumstances to keep it from becoming readily ascertainable by proper means by the public.

13.2 Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party: (a) Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under these Terms; (b) Use, and permit the use of, the Confidential Information only for the purpose of performing its obligations, or enjoying its rights, under the Supply Agreement (the "Purpose"); (c) Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose; (d) Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in the Supply Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of these Terms so long as the law recognizes an obligation of confidence actionable by the receiving party under law without a separate contractual obligation; (e) Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

13.3 Nothing in this Section 13 will prevent the receiving party from disclosing or using the Confidential Information of the disclosing party to the extent that: (a) it is or becomes readily ascertainable by proper means by the public without any breach by the receiving party of Section 13.2; (b) it is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know; (c) it is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) it is required by law to be disclosed, provided that the receiving party (to the extent not prohibited by law): (i) gives the disclosing party as much notice as is practicable under the circumstances of such requirement; (ii) gives the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures; and (iii) discloses only such Confidential Information as the receiving party, upon advice of its counsel, believes is required to be disclosed.

13.4 It is acknowledged that unauthorized use or disclosure of Confidential Information may result in immediate and irreparable injury to the disclosing party, for which monetary damages might not be adequate. Accordingly, if the receiving party or any officer, director, employee, agent, professional, or subcontractor of the receiving party uses or discloses Confidential Information or any such person is likely to use or disclose Confidential Information in breach of the receiving party's obligations under the Supply Agreement, the disclosing party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The disclosing party will also be entitled to recover any pecuniary gain that the receiving party realizes from the unauthorized use or disclosure of the disclosing party's Confidential Information. The rights in this Section 13.4 are in addition to any other rights of the disclosing party under these Terms, at law, or in equity.

13.5 The obligations under this Section will continue after disclosure of each item of Confidential Information for five years after initial disclosure of that item of Confidential Information.

13.6 The provisions of this Section 13 replace, preempt, and are a novation of, any confidentiality agreement, nondisclosure agreement, or similar agreement between the parties that existed as of the Effective Date.

14. SUSPENSION OF SERVICES.

14.1 SureCam may, upon giving five (5) Business Days' notice to Customer, suspend its provision of the Services and/or supply of further Equipment if: (i) Customer is in breach of any term of the Supply Agreement; or (ii) Customer' payment of an amount that is not the subject of a good faith dispute of which Customer has given notice to SureCam, is overdue and Customer fails to pay such amount within 15 days after SureCam gives notice of payment being overdue.

14.2 SureCam may charge a reinstatement fee upon resumption of suspended Services.

15. TERM; RENEWAL; TERMINATION.

15.1 Initial Term and early cancellation. Unless the Supply Agreement is terminated earlier pursuant to Section 15.3 below, the Supply Agreement will continue for the Initial Term except that the Customer shall have the right to cancel the Supply Agreement during the first sixty (60) days of the Supply Agreement, by giving written notice of Cancellation to SureCam in writing at support@surecam.com, such sixty (60) day period to begin on the Start Date (the "Early Cancellation Period"). After expiry of the Early Cancellation Period, the Customer shall be committed to the remainder of the Initial Term unless it chooses to exit the Supply Agreement by making the payments detailed in Section 15.6. If the Customer chooses to exercise its right to end the Supply Agreement during the Early Cancellation Period, then the Customer shall be required to promptly return all Equipment to SureCam. The Equipment must be returned in good condition, in accordance with Section 15.4. The Customer will be required to make the payments detailed in Section 15.4(b) in respect of any Equipment which is not returned, or not returned in a good condition.

15.2 Termination for convenience and renewal. Notwithstanding the Customer's rights to cancel the Supply Agreement during the Early Cancellation Period, and subject to earlier termination under Section 15.3, either party can terminate the Supply Agreement (and any Sales Orders entered into thereunder) for convenience by giving the other no less than sixty (60) days' notice, such notice not to take effect until expiry of the Initial Term. If neither party has given such notice, then the Supply Agreement shall automatically renew for a further period of twelve (12) calendar months (the "Renewal Term"). Thereafter either party may terminate the Supply Agreement by giving the other party at least sixty (60) days' notice in writing to support@surecam.com, such notice to take effect on expiry of the current Renewal Term, and if no such notice is served, the Supply Agreement shall renew automatically for another Renewal Term. If the Customer wishes to terminate the Supply Agreement before expiry of the Initial Term or applicable Renewal Term, SureCam may permit the Customer to do so, but such permission will be conditional upon the Customer making the payments referenced in Section 15.6 below.

15.3 Termination for breach and insolvency. Either party may terminate the Supply Agreement (and any Sales Orders entered into thereunder) upon written notice to the other party if: (a) The other party breaches the Supply Agreement and fails to cure such breach within 30 days (15 days in the case of failure by the Customer to pay an undisputed invoice in respect of which SureCam may serve notice to terminate) after the aggrieved party gives notice of the breach; or (b) The other party becomes unable generally to pay its debts as they become due; ceases to do business in the ordinary course; dissolves, winds up, or its governing body approves either of the foregoing; or a receiver is appointed for a substantial part of the other party's assets or business.

15.4 Return of Equipment on cancellation or termination: *Where the Customer has leased the Equipment from SureCam*, on termination or cancellation of the Supply Agreement for whatever reason:

(a) the Customer shall be required to return the Equipment to SureCam promptly. By promptly, SureCam means that the Equipment has to be returned by the end of the calendar month following the month in which the Customer has given notice to terminate the Supply Agreement.

(b) Each unit of Equipment (meaning, for the purposes of this Section 15, any camera forming part of the Equipment (each a “Camera”) shall be returned to SureCam in a good condition. For any Camera which is not returned in a good condition, or any Camera which the Customer fails to return, the Customer shall be required to pay SureCam the sum of £/\$200 plus TAX per Camera. A Camera will not be considered to be in good condition if, in SureCam’s reasonable opinion, the Camera is unfit for further use, excepting fair wear and tear. Examples of a Camera being considered unfit for further use include (1) where the wiring to the Camera has been cut, or (2) the Camera is physically damaged. If SureCam needs to exercise its rights under this clause for Cameras not returned in a good condition, it will notify the Customer in writing within 20 working days of receipt of the returned Camera(s). If SureCam needs to exercise its rights under this clause for Cameras not returned, it will do so within 20 working days of the deadline for Cameras to be returned.

15.5 SureCam acknowledge and understand that in some circumstances a Customer may change the number of Cameras it requires use of under the Supply Agreement. SureCam will permit a Customer to reduce the number of Cameras it is leasing under the Supply Agreement subject to the Customer paying an administration fee to SureCam equal to the total Fees payable to SureCam by the Customer for the remainder of the Initial Term or Renewal Term for the Cameras it wishes to return.

15.6 If a Customer wishes to terminate or cancel the Supply Agreement before expiry of the Initial Term or Renewal Term, as applicable, it shall be required to pay an early exit charge to SureCam for such early termination. The early exit charge shall be the total Fees payable to SureCam by the Customer for the remainder of the Initial Term or Renewal Term. The early exit charge shall be in addition to any payments due under Section 15.4 above.

15.7 Effect of Termination or Expiration. Upon any expiration or termination of the Supply Agreement, except as expressly otherwise provided in the Supply Agreement or expressly agreed otherwise in writing by the parties:

(a) all Sales Orders entered into by the parties under the Supply Agreement shall terminate;

(b) all rights, licenses, consents, and authorizations granted by either party under the Supply Agreement will immediately terminate, including specifically, the Customer’s right to use the Software Services;

(c) each party will return to the other party, or destroy, any Confidential Information of the other party that the party holds;

(d) Customer will immediately cease all use of the Services, and where the Customer has leased the Equipment from SureCam, return the Equipment to SureCam in accordance with Section 15.4;

(e) SureCam may disable all Customer and End User access to the Services;

(f) If SureCam terminates the Supply Agreement as permitted by Section 15.3, all Fees that would have become payable had the Supply Agreement remained in effect until expiration of the then-current term will become immediately due and payable, and Customer will pay such Fees, together with all previously-accrued but not yet paid Fees, any reimbursable expenses and any Fees due pursuant to Section 15.4, on receipt of SureCam's invoice therefor; and

15.8 Surviving Terms. Any provisions of the Supply Agreement which are intended to have effect after termination of the Supply Agreement shall continue in full force and effect notwithstanding termination of the Supply Agreement.

16. GENERAL.

16.1 Assignment. Neither party may assign any right or obligation under any Supply Agreement, except that either party may assign all, but not less than all, of its rights and obligations under the Supply Agreement to any of its Affiliates or to a purchaser or other successor to all or substantially all of the party's business associated with the Supply Agreement, provided only that (a) the assignee possesses financial and technical wherewithal necessary to fully perform under the Supply Agreement, (b) the assignor gives to the other party notice of the assignment on or before the time at which the assignment is effective, (c) the assignment does not, by its nature, materially increase the other party's obligations or reduce the other party's rights, and (d) the assignee assumes in writing all of the assignor's rights and obligations under the Supply Agreement after the effective time of the assignment. Upon any permitted assignment by a party of its rights and obligations under the Supply Agreement, the assigning party will have no liability for acts or omissions of the assignee after the effective time of the assignment.

16.2 Dispute Resolution. The parties will resolve any dispute arising out of, or related to, the Supply Agreement by arbitration. In every case: (a) The language of the arbitration will be English; (b) The parties will cause the arbitrator(s) to make written findings of law and fact; (c) The parties will cause the arbitrator(s) to, to the maximum extent permitted by the applicable rules, permit participation in the arbitration by remote means, including, but not limited to, videoconference and teleconference and require that any remotely-participating party be placed on an equal footing (such as requiring that both parties present by remote means, even if one party is physically present at the seat of arbitration); (d) The judgment and award of the arbitrator(s) may be entered in, and enforced by, any court of competent jurisdiction; and (e) Each party will pay its own costs of participation in the arbitration and each party will pay half of the fees and expenses of the arbitrator(s) and any fees charged by the organization governing the arbitration. (i) In the case of Supply Agreements entered into in the United States, the arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association and will take place in St. Louis, Missouri. (ii) In the case of Supply Agreements entered into outside of the United States, the arbitration will be conducted under the rules of the International Chamber of Commerce and will take place in London, England. Nothing in this Section 16.2 will prevent any party from bringing an action in any court to address infringement, violation, or misappropriation by the other party of the party's intellectual property rights or where the party seeks injunction or any other remedy available from an arbitrator. Except in the case of a breach by Customer of Section 4 or the infringement, violation, or misappropriation by a party of the other party's Intellectual Property Rights, the parties will each continue performance of their obligations under the applicable Supply Agreement(s) during the pendency of any arbitration.

16.3 Choice of Law. (a) Any Supply Agreement entered into in the United States will be governed by and construed under the law of the State of Missouri without regard for the conflict of law provisions

thereof. (b) Any Supply Agreement entered into outside of the United States will be governed by and construed under the law of England and Wales without regard for the conflict of law provisions thereof. (c) In any case, the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to any Supply Agreement.

16.4 Notice. Any notice required or permitted to be given under the Supply Agreement must be in writing and will be effective (a) if given by personal delivery, upon such personal delivery, (b) if given by nationally-recognized courier or mail service (in either case that has realtime or near-realtime tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service, or (c) if by e-mail, when sent, provided that sender receives no indication within four hours after sending that the e-mail message failed to reach the receiver. If a receiver knowingly or intentionally renders an e-mail system incapable of receiving notice by that means, any notice sent by e-mail will nevertheless be effective upon sending. The addresses for notice are stated in each Sales Order. Either party may change its address for notice by giving written notification to the other party in accordance with this Section.

16.5 Successors; Assigns. The provisions of each Supply Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

16.6 Cross-Default. Any breach by Customer of any Supply Agreement will be a breach of all other Supply Agreements to which Customer is a party.

16.7 Counterparts: A Sales Order 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.

16.8 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in the Supply Agreement will 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 will have authority to contract for or bind the other party in any manner whatsoever.

16.9 Severability. If a provision of the Supply Agreement or part thereof is invalid or unenforceable under applicable law, it will be omitted from the Supply Agreement without invalidating the remainder of such provision or the remaining provisions of the Supply Agreement.

16.10 Waiver. The waiver by either Party of any default or breach of any provision of the Supply Agreement will not constitute a waiver of any other or subsequent default or breach.

16.11 Force Majeure. Neither party will be in breach of the Supply Agreement to the extent that its performance (other than payment obligations) is prevented or delayed by war, riot, severe weather, earthquake, volcanic eruption, act of terrorism, government action, failure of communications services or networks, or other condition or circumstance not reasonably within the control of the affected Party ("Force Majeure"), provided that the affected party gives notice to the other party of the condition or circumstances and re-commences performance promptly after the applicable condition or circumstance ceases.

16.12 Waiver of Jury Trial. THE PARTIES RECOGNIZE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THAT RIGHT MAY BE WAIVED. EACH PARTY IRREVOCABLY AND

UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.13 Entire Agreement. The Supply Agreement(s) between SureCam and Customer constitutes the entire agreement between the parties with respect to its subject matter and the Supply Agreement expressly supersedes and cancels any prior or contemporaneous representations, warranties, and/or agreements, whether oral or written, with respect to the subject matter of the Supply Agreement. The Supply Agreement may be amended only if both parties agree in writing.

SCHEDULE 1 MAINTENANCE AND SUPPORT SERVICES

The following are the Maintenance and Support Services. Maintenance and Support Services are included in the Fees where the Customer has taken a lease to use the Equipment from SureCam, pursuant to Schedule 2. Maintenance and Support Services are NOT included in the Fees paid by the Customer where the Customer purchases the Equipment, pursuant to Schedule 3 unless expressly stated otherwise in the Sales Order, and subject always to the Customer paying the Fees for Maintenance and Support Services. Accordingly, this Schedule 1 only applies to Customers which have taken a lease to use the Equipment unless expressly agreed otherwise by SureCam in a Sales Order. The Maintenance and Support Services provided consist primarily of managing the operational integrity of the Cameras and the hosted servers to which these report. Defined terms used in this Schedule, if not specifically defined in the Schedule, will have the meanings given to them in the Supply Agreement. SureCam may suspend or limit Maintenance and Support Services, in accordance with Section 14 where Customer is in breach of any Supply Agreement.

1. Support. SureCam will provide telephone and email access to SureCam’s support team during the following hours (“**Business Hours**”)

(a) Where the Customer is located in the United States: 8:30 am to 5:00 pm US CT, Monday through Friday excluding national holidays.

(b) Where the Customer is located in Europe and Asia: 8:30 am to 5:00 pm GMT/BST, Monday through Friday excluding bank holidays.

2. Equipment Maintenance.

(a) Subject to the exclusions below, SureCam will repair or replace purchased Equipment free of charge during the term of Supply Agreement.

(b) Equipment maintenance will not cover: (i) damage as a result of misuse or abuse by anyone other than SureCam; (ii) non-conformity caused by modifications to Equipment by anyone other than SureCam and/or not approved in writing by SureCam or (iii) non-conformity caused by errors or damage in installation (except where SureCam have carried out installation on behalf of the Customer as part of the Professional Services following express agreement between the parties in a Sales Order).

3. Mobile Network. SureCam will provide SIM cards with appropriate data plan, provided always that coverage or service is subject to the coverage and bandwidth supplied by the relevant network provider.

4. Monitoring/Restoration.

(a) Equipment: Monitoring of Equipment is primarily the responsibility of the Customer, facilitated by the provision of email alerts from SureCam in the case of high g-force events.

(b) Vehicles: Vehicle monitoring is the responsibility of the Customer unless a monitoring service option has been purchased. In such cases a separate SLA relating to the monitoring service will be issued.

(c) Hosted software: Monitoring of hosted software is the responsibility of SureCam.

(d) Restore: In the event of a Server failure, SureCam will restore using its the last good backup taken at the time of the last successful backup on SureCam's server.

5. Contact with Support Requests.

(a) Customer may contact SureCam's support team as follows for all issues regarding system support. Customer may also request installation/deinstallation of Equipment by e-mail. Emails must include a full description of the issue and contact details in order that technicians can respond.

Support Contact Information – United States Support

E-mail: support@surecam.com Telephone: +1-855-870-7205

Support Contact Information – Europe and Asia

E-mail: customerserviceuk@surecam.com Telephone: +44 (0)845 548 5447

6. Contacts.

Customer will provide SureCam with a list of authorized Customer contacts and their email and phone numbers within two Business Days after it signs the first Sales Order. If SureCam is unable to establish contact with the Customer's designated contact persons SureCam reserves the right to take whatever action SureCam deems correct at that time.

SCHEDULE 2 – LEASE OF EQUIPMENT

1. Lease Term and Payments. Where, as specified in a Sales Order, SureCam leases Equipment to the Customer the terms of this Schedule 2 shall apply to such Equipment in addition to the terms set out in the Supply Agreement. The lease payments and the term of the lease shall be as detailed in the Sales Order.

2. Payment. SureCam may invoice for Equipment rent as early as the first day of each calendar month (or, in the case of a first or last calendar month of a term, the applicable part thereof). Customer will pay such amounts by direct debit or Stripe. Customer will provide to, and maintain with, SureCam an applicable means of payment and Customer authorizes SureCam to initiate such payment transactions.

3. Limited Warranty.

(a) SureCam warrants to Customer that, on delivery, the Equipment will conform in all material respects with its Documentation.

(b) If Customer gives notice to SureCam within a reasonable time after delivery that the Equipment does not comply with the warranty above and SureCam is given a reasonable opportunity to examine such Equipment and confirms that the issue is covered under warranty then, SureCam will, at its option, repair or replace the non-conforming Equipment. The Customer shall be required to return the non-conforming Equipment to SureCam for inspection, repair or replacement. SureCam will not conduct a site visit to inspect the non-conforming Equipment. If the Customer requests SureCam's attendance on site to inspect the non-conforming Equipment, SureCam reserve the right to charge the Customer for the site visit, and shall agree such charge with the Customer in writing in advance. Any such site visit will be subject to SureCam's Cancellation Policy detailed in Schedule 5.

(c) SureCam will not be liable for the Equipment's failure to comply with the warranty as a result of any of the following events. Where any of the following events occur or apply, SureCam shall assist the Customer to resolve the issue, but reserves the right to charge the Customer the costs of parts and labour for such resolution:

(i) Customer makes any further use of such Equipment after giving notice in as required above;

(ii) the defect arises because Customer failed to follow SureCam's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;

(iii) Customer alters or repairs such Equipment without the written consent of SureCam; and/or

(iv) the defect arises as a result of excess wear and tear, willful damage, negligence, or abnormal storage or working conditions.

(d) These conditions will apply to any repaired or replacement Equipment supplied by SureCam.

4. Title to Equipment.

(a) As between the parties, the Equipment will at all times be the sole and exclusive property of SureCam or SureCam's assignee, and Customer will not have any rights or property interest therein except as stated in this Schedule 2.

(b) SureCam will be permitted to display notice of its ownership by affixing to the Equipment identifying stencil, plate, or any other indicia of ownership.

(c) The Equipment shall be the Customer's responsibility, and risk in the Equipment shall pass to the Customer, on completion of delivery, pursuant to Section 5 of the Supply Agreement.

5. Maintenance and Repair.

(a) Customer will keep the Equipment in good condition and working order at all times. Where applicable, SureCam shall provide the Maintenance and Support Services in respect of the Equipment, in accordance with Schedule 1.

6. Insurance.

(a) While the Equipment is in the possession or control of Customer, the Customer will at its own cost and expense, keep the Equipment insured to protect all interests of the SureCam, against all risk of loss, theft, or damage from every cause whatsoever for not less than the current value of the Equipment.

(b) Customer will provide to SureCam on request evidence of such insurance cover.

7. Loss, Theft, or Damage. Customer will be liable for any loss, theft, or damage to the Equipment, whether or not covered by insurance, and no such loss, theft, or damage will relieve Customer of its obligations under the Supply Agreement. In the event of loss, theft, or damage to the Equipment in whole or in part, Customer will promptly so notify SureCam and, if SureCam determines that any Equipment is beyond repair, pay to the SureCam, within 30 days of such notification, £/\$200 plus TAX for each Camera which is damaged beyond repair and must be replaced, and contracted Fees will remain payable for the initial or Renewal Term.

8. Assignment; Finance Lease.

(a) In addition to any other right of SureCam to assign any right or obligation under Supply Agreement, SureCam reserves the right to assign some or all of its rights under any Supply Agreement such that the lease arrangement with respect to the Equipment is a “finance lease” as that term is defined by Article 2A of the Uniform Commercial Code. In such a case, the following disclosures apply. (i) The identity of the person supplying the goods to the lessor is SureCam; (ii) Customer entitled under UCC Article 2A to the promises and warranties, including those of any third party, provided to the lessor by SureCam in connection with or as part of the contract by which the lessor acquired the goods or the right to possession and use of the goods; and (iii) Customer may communicate with SureCam and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies.

(b) Upon assignment and/or other measures to create the finance lease in favor of the finance lessor, per UCC Sec. 2A-407: (i) Customer’s promises under the lease contract become irrevocable and independent; (ii) Such promises are effective and enforceable between Customer and the lessor, and by or against third parties including assignees of the parties, and (iii) The lease arrangement is not subject to cancellation, termination, modification, repudiation, excuse, or substitution by Customer without the consent of the finance lessor.

SCHEDULE 3 – PURCHASE OF EQUIPMENT

1. Payments. Where, as specified in a Sales Order, SureCam sells the Equipment to the Customer, the terms of this Schedule 3 shall apply to such Equipment in addition to the terms set in the Supply Agreement. The payments for the Equipment shall be as detailed in the applicable Sales Order.

2. Payment. SureCam shall invoice the Customer for the Equipment on the date specified in the Sales Order.

3. Limited Warranty.

(a) SureCam shall endeavour to pass to the Customer any guarantees or warranties given by any manufacturer of the Equipment and where this is possible, such guarantee or warranty shall continue for a period of twelve (12) months from delivery of such Equipment. SureCam gives no guarantees or

warranties in respect of the Equipment beyond any guarantee or warranty offered by such manufacturer. If the Customer believes the Equipment does not conform with the manufacturer's guarantee or warranty in the relevant period, the Customer shall return the non-conforming Equipment to SureCam for inspection, which may result in repair or replacement of such Equipment. SureCam will not conduct a site visit to inspect the non-conforming Equipment. If the Customer requests SureCam's attendance on site to inspect the non-conforming Equipment, SureCam reserve the right to charge the Customer for the site visit, and shall agree such charge with the Customer in writing in advance. Any such site visit will be subject to SureCam's Cancellation Policy detailed in Schedule 5.

(b) The Customer shall not be entitled to rely on any guarantee or warranty passed to it from the manufacturer of such Equipment if: (i) any defect with the Equipment arises because Customer failed to follow SureCam's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same (ii) the defect with the Equipment arises as a result of SureCam following any drawing, design or specification supplied by Customer; (iii) Customer alters or repairs such Equipment without the written consent of SureCam; and/or (iv) the defect arises as a result of excess wear and tear, willful damage, negligence, or abnormal storage or working conditions.

4. Title to Equipment.

(a) Title to the Equipment shall pass to the Customer on the later of (i) payment in full for the applicable Equipment by the Customer; or (ii) delivery of the Equipment to the Customer pursuant to Section 5 of the Supply Agreement.

(b) The Equipment shall be the Customer's responsibility, and risk in the Equipment shall pass to the Customer on completion of delivery, pursuant to Section 5 of the Supply Agreement.

5. Insurance.

It is the Customer's responsibility to insure the Equipment against damage, theft or loss.

6. General

To avoid any doubt, purchase of the Equipment does not automatically entitle the Customer to access the Software Services. In order to access the Software Services the Customer must have an active licence to use the Software Services, pursuant to Section 4.1 of the Supply Agreement, subject always to the payment of the relevant applicable monthly Fees. Further, purchase of the Equipment does not entitle the Customer to receive the Maintenance and Support Services. Maintenance and Support Services shall only be supplied where this is expressly agreed with the Customer in a Sales Order.

SCHEDULE 4 – DATA PROCESSING AGREEMENT

This Data Processing Agreement shall apply if and when SureCam processes any personal data on behalf of the Customer.

Definitions

In addition to the defined terms contained in the Terms, the following definitions shall apply in this Data Processing Agreement:

- **“Controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “processing” and “appropriate technical and organisational measures”**; shall have the meanings given to them in Data Protection Law.
- **“Data Protection Law”** means (a) to the extent that the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent that the EU GDPR applies, the law of the European Union or any member state of the European Union to which SureCam or the Customer are subject which relates to the protection of personal data.
- **“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
- **“UK GDPR”** has the meaning given to it in Section 3(1) (as supplemented by Section 205(4)) of the Data Protection Act 2018.

General

- Both parties will comply with all applicable requirements of Data Protection Law. This Data Processing Agreement is in addition to, and does not relieve, remove or replace, a party’s obligations under Data Protection Law.
- The parties acknowledge that for the purposes of Data Protection Law, in the limited instances where SureCam is processing Personal Data belonging to the Customer (**“Customer Personal Data”**), the Customer is the Data Controller and SureCam is the Data Processor.
- Without prejudice to the generality of paragraph 2.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to SureCam for the duration and purposes of the Supply Agreement.
- Without prejudice to the generality of paragraph 2.1 SureCam shall, in relation to any Customer Personal Data processed by it on behalf of the Customer in connection with the performance of its obligations under the Supply Agreement:
 - process that Customer Personal Data only on the written instructions of the Customer unless such instructions are contrary to Data Protection Laws.;
 - ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; and
 - not transfer any Customer Personal Data outside of the UK and European Economic Area unless the prior written consent of the Customer has been obtained and provided that the following conditions are fulfilled:

- SureCam have provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - SureCam comply with its obligations under Data Protection Law by providing an adequate level of protection to any personal data that is transferred; and
 - SureCam comply with the Customer's reasonable advance instructions when the processing the Customer Personal Data;
- assist the Customer, at the Customer's cost, in responding to any request from a data subject to enable the Customer to comply with its Data Protection Law obligations with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - promptly notify the Customer on becoming aware of a personal data breach affecting the Customer's personal data;
 - at the Customer's written request, delete or return the Customer Personal Data on termination of the Supply Agreement unless required by applicable law to store the personal data; and
 - maintain records and information to demonstrate SureCam's compliance with this Data Processing Agreement and promptly tell the Customer if, in SureCam's opinion, the Customer's instructions infringe Data Protection Law.
- The Customer consents to SureCam appointing third party suppliers as third-party processors of the Customer Personal Data under the Supply Agreement. SureCam will provide details of such third party processors to the Customer on request. SureCam confirms that it has entered or (as the case may be) will be entering into with the third-party processors, a written agreement incorporating terms which are substantially similar to those set out in this Data Processing Agreement. SureCam shall remain fully liable for all acts or omissions of any third-party processors appointed by it pursuant to this Data Processing Agreement.

SCHEDULE 5 – CANCELLATION POLICY

In cases where Installations or other service-related site visits have been agreed between the Parties, and times and dates for vehicle availability have been agreed in writing, if upon arrival at site the vehicle(s) are not made available as agreed, or within a 30 minute window thereof, SureCam reserves the right to redeploy the field service personnel and charge the Customer for the failed visit in full.

If the Customer needs to cancel or reschedule an Installation(s) or other service-related site visit that has been agreed between the Parties in writing, with less than 2 Business Days-notice, SureCam reserves the right to charge the Customer for the cancelled visit in full.