

Safe Fleet Video & Telematics RFP Exceptions and 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®, and Mobile-Vision.™ 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., and SF Mobile-Vision, Inc. (the "V&T Entities").

These Safe Fleet Video & Telematics RFP Exceptions and Terms (these "Terms") apply to any response which anywhere references these Terms and is made by or on behalf of any V&T Entity, or any of their affiliates which are direct or indirect subsidiaries of Safe Fleet Acquisition Corp. (any of the foregoing, "Safe Fleet") to any request for proposal, request for information, solicitation for bids, or similar and/or related document(s) (any of the foregoing, the "RFP") issued or otherwise made available by an actual or potential customer of Safe Fleet ("Customer"), together with any related documents and information which are submitted or otherwise made available by or on behalf of Safe Fleet in connection with the RFP (such response and related documents and information, collectively, the "Response").

CUSTOMER ACKNOWLEDGES AND AGREES THAT THESE TERMS ARE AN ESSENTIAL PART OF SAFE FLEET'S RESPONSE, AND BY ACCEPTING THE RESPONSE AND/OR SELECTING SAFE FLEET AS A/THE WINNING BIDDER, CUSTOMER AGREES TO THESE TERMS, and further agrees that, to the extent that any of the requirements, requests, specifications, terms, conditions, or other provisions of the RFP (expressly including, for clarity, any provision regarding conflicts and/or order of priority of terms, and/or any provision purporting to require Safe Fleet to accept terms and conditions to govern the Engagement (as defined below) without further negotiation following award) conflict with, are inconsistent with, create ambiguity with, or differ from any of these Terms (any of same, "Inconsistent Terms"), (a) Customer expressly acknowledges and agrees that these Terms shall control and govern with respect to the RFP and Response, and (b) Safe Fleet hereby expressly does not accept, takes exception to, and rejects the Inconsistent Terms.

1. Should Safe Fleet be selected to provide the product(s) and/or service(s) that are the subject of the RFP (the "Engagement"), the definitive agreement governing the Engagement (the "Definitive Agreement") will include the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at www.safefleet.net/v-and-t-general-terms ("Standard Terms and Conditions"), as may be modified solely by mutual agreement of the parties following the good faith negotiations referenced in Section 3 below, as well as terms consistent with the remainder of these Terms. Furthermore, to the extent both the RFP and the Response are incorporated into the Definitive Agreement, the Response will govern over any Inconsistent Terms in the RFP.

2. Any form, model, template, or other agreement (any of the foregoing, a "Form Agreement") included in or with the RFP which purports to set forth terms and conditions that would govern the Engagement is for illustrative purposes only. The parties may use the Form Agreement as a starting point for negotiations, but Safe Fleet does not agree, as part of the Response, that it will execute or agree to any Form Agreement, or any agreement similar thereto, without further negotiation of, and mutual agreement to, the terms thereof, to the extent either party deems necessary or desirable, and Customer hereby expressly releases Safe Fleet from any obligation to the contrary.

3. Customer and Safe Fleet agree that, notwithstanding any Inconsistent Term in the RFP or Response, the parties are obligated to negotiate the Definitive Agreement in good faith following the award of the Engagement, in whole or in part, to Safe Fleet. Customer expressly acknowledges that all bidders have the opportunity, during the RFP process, to object to any Form Agreement and/or Inconsistent Terms, whether in a manner similar to these Terms or otherwise, and that, therefore, rejection by Customer, on the grounds of maintaining the consistency and/or fairness of the RFP process to all bidders, or similar grounds, of any modifications to the Form Agreement (or other terms and conditions) proposed during such negotiations by Safe Fleet will be deemed bad faith negotiation.

4. The sole warranties applicable to the Engagement will be the warranties set forth in Safe Fleet's Response and Safe Fleet's Standard Terms and Conditions (with the former controlling in the event of any conflict, supplemented by those non-conflicting provisions set forth in the latter), and no additional or different warranties will apply, unless otherwise mutually agreed by the parties in the Definitive Agreement.

5. Safe Fleet acknowledges that freedom of information and other applicable laws may require Customer to disclose information provided by Safe Fleet under certain circumstances, and that the Definitive Agreement should be consistent with such legal requirements. Nonetheless, the Definitive Agreement will include a customary confidentiality provision requiring Customer to protect the confidentiality of Safe Fleet's confidential, proprietary, and/or non-public information, documents, and materials (collectively, "Confidential Information") to the greatest extent permissible under applicable law, and requiring Customer, to the extent legally permissible, prior to disclosing any Confidential Information of Safe Fleet pursuant to a legal requirement, to: (a) provide Safe Fleet sufficient notice and opportunity to attempt to limit or quash such requirement, (b) reasonably cooperate with Safe Fleet in any such effort, and (c) only disclose as much of the Confidential Information as is required to be disclosed by applicable law (the process described in clauses (a) through (c), the "Confidentiality Procedure"). These confidentiality protections will apply regardless of whether Confidential Information is marked or identified as such. In addition, except to the extent specifically required by applicable law (and, in any event, in all cases subject to the Confidentiality Procedure), Customer agrees not to disclose the Response, in whole or in part, to any third party, and further agrees not to use, and receives no right or license to, the Response (or anything included therein or therewith), in whole or in part, for any purpose other than to evaluate the potential Engagement and/or to negotiate the Definitive Agreement, in each case, whether or not the Response, or any particular page(s) or other portion(s) thereof, is marked as confidential, proprietary, and/or non-public.

6. Customer will not have the right to extend the Definitive Agreement indefinitely (or for any other period beyond the term thereof as expressly stated therein) without price adjustments agreed to in writing by Safe Fleet.

7. Safe Fleet does not agree to (a) any provision requiring Safe Fleet to provide Customer with equivalent or better pricing than, and/or other terms as favorable as, or more favorable than, Safe Fleet provides to any other customer, (b) any provision (including, without limitation, any non-competition or exclusivity provision) which purports to limit Safe Fleet's ability to provide products or services of any sort, whether or not similar to any of the products and/or services that are the subject of the RFP, to any other actual or potential customer, client, or end user of Safe Fleet, whether or not same is or might be considered competitive with Customer or the activities contemplated by the RFP; or (c) any provision similar to any of the foregoing.

8. Safe Fleet does not agree to defense or indemnification obligations, or any other provision, in each case which would subject Safe Fleet to liability either (a) on a strict liability basis or otherwise without proof of fault on the part of Safe Fleet or its representatives, or (b) for any act or omission of Customer or any third party aside from (subject to the foregoing clause (a)) an authorized Safe Fleet representative acting on behalf of Safe Fleet.

9. Except to the extent otherwise agreed by both parties in the Definitive Agreement following good faith negotiation, (a) no work, work product, services, deliverables, software, or other data, information, or materials of any kind (collectively, "Work Product") provided by or on behalf of Safe Fleet will be deemed "work for hire," (b) Safe Fleet will retain ownership of all right (including intellectual property rights), title, and interest in and to all Work Product and the Response, and (c) the Work Product, and all related software, will be licensed to Customer on the terms set forth in the Definitive Agreement, not sold. Customer will retain ownership of data it provides as well as all data generated or created by the Customer's use of Safe Fleet products and services as part of the engagement, all of which will be licensed to Safe Fleet for purposes of providing services to Customer, improving Safe Fleet products and services, and creating aggregated, anonymized data.

10. In no event will Safe Fleet be liable to Customer or any third party in connection with the Response and/or Definitive Agreement for any loss of use, revenue, or profit, or loss of data or diminution of value or for business interruption, death or bodily or personal injury, or loss of privacy, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort (including negligence in any form), strict liability, or otherwise, regardless of whether or not such damages were foreseeable and whether or not Safe Fleet has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose, and in no event will Safe Fleet's aggregate liability arising out of or related to the Response and/or Definitive Agreement, whether arising out of or related to breach of contract, tort (including negligence in any form), strict liability, or otherwise, exceed the total of the amounts paid to Safe Fleet for the goods and services sold under the Definitive Agreement during the six months preceding accrual of the applicable claim, or US\$2500, whichever is more. For clarity, the limitations of liability set forth in this Section 10 will apply to any liquidated damages provisions set forth in the Definitive Agreement, and in all cases liquidated damages will be Customer's sole and exclusive remedy for any claim or dispute to which such damages are applicable.

11. Safe Fleet may, with or without Customer's consent, assign the Definitive Agreement to any current or future affiliate of Safe Fleet or to any acquirer of all or substantially all of the stock or assets of, or the surviving entity in any merger or combination with, Safe Fleet (or its applicable affiliate, brand, or division).

12. No provision, other than any mutually agreed judicial forum selection clause in the Definitive Agreement, which purports to restrict Safe Fleet from bringing, maintaining, or pursuing any claim, cause of action, defense, dispute (whether of fact, law, or otherwise), or other matter in any court of competent jurisdiction shall be binding on Safe Fleet, and any such provision shall be deemed null and void ab initio. Without limiting the foregoing, arbitration and/or mediation shall not be mandatory and shall only be pursued by mutual agreement of the parties, and all opinions, decisions, and determinations made unilaterally by a party or its representatives, or through any extra-judicial administrative or other proceeding, shall be advisory only, and shall not be binding or conclusive on the other party or limit, modify, waive, or prejudice in any manner any rights, claims, defenses, or remedies such other party would otherwise have under contract or law, in equity, or otherwise. Without limiting the foregoing, the Definitive Agreement will not require Safe Fleet to execute a release, assignment, or other document that would limit, modify, waive, or prejudice in any manner any rights, claims, defenses, or remedies Safe Fleet would otherwise have under contract or law, in equity, or otherwise, and any such provision (including any provision purporting to require Safe Fleet to execute a release in exchange for final payment) will be deemed null and void ab initio.

13. The Response is, to the best of the knowledge of the person submitting the Response, accurate in all material respects. Neither Safe Fleet, nor the person submitting the Response, makes any further representations or warranties as to the Response, all of which are hereby disclaimed.

Last updated December 2, 2022