



Safe Fleet Law Enforcement Division Support and Maintenance Terms and Conditions

(Effective April 20, 2022)

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

1. Definitions

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

1.2 “**Effective Date**” means, for purposes of these Terms, the date the administrator account for the DEMS is communicated to Customer.

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

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

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

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

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

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

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

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

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

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

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

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

2. Service Terms

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

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

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

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

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

3. Technical Support

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

3.2 Help Desk Support Procedure

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

3.2.2 Technical Support contact information is as follows:

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

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

Hardware and Software (outside of standard hours):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.9 On-Premise Hardware Support.

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

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

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

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

5. Exclusions.

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

5.2 **"Service Exclusion"** means any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 Fees

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

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

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

9 Data Retention and Backups

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

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

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

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

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

9.5 **DISASTER RECOVERY/BUSINESS CONTINUITY:**

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

requirements stated herein.

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