



## Safe Fleet Additional Terms

**The following additional terms and conditions apply to Customer's use of the (a) Smart Reach Cellular Routers, (b) Smart Reach Cellular Modems, and/or (c) Safe Fleet Cellular DATA PLAN, but, in each case solely during the period (if any) for which Customer has purchased a Smart Reach Hotspot plan:**

(1) All pricing for (a) Smart Reach Cellular Routers, (b) Safe Fleet Cellular Data Plan, (c) content filtering services and (d) captive portal services (collectively, the "Hotspot Cellular Products") assumes a three-year commitment by the Customer. Typically, Safe Fleet requires payment in full for all hardware in advance. When a Customer purchases a Smart Reach Hotspot data plan, however, as an added benefit to the Customer, Safe Fleet amortizes the cost of hardware over the three-year subscription period. Therefore, in consideration of the foregoing, Customer acknowledges and agrees that, if Customer terminates its Smart Reach Hotspot subscription prior to the third anniversary thereof for any reason, Customer will, within 30 days of notice of termination, pay an early termination fee equal to the full cost of all hardware purchased by the Customer, less only the amortized portion thereof for which Safe Fleet has actually received payment as of the effective date of such termination (which amount Safe Fleet will communicate to Customer upon Customer's request). Notwithstanding the foregoing, the Customer may pay the full cost of the hardware in advance, in which case the three-year commitment and early termination fee will not apply.

(2) The Smart Reach Hotspot data plan permits the data usage per year (the "Data Usage Cap") specified in the Proposal. Customer may track data consumption by requesting Safe Fleet data reports and may purchase additional data if mutually agreed by the Parties in writing. Customer may contact Safe Fleet for current rates.

If Customer exceeds the Data Usage Cap and has not purchased additional data, Safe Fleet may, in its sole discretion, adjust the Customer's Data Usage Cap to the next higher level band for data usage and adjust the fee payable in connection with the new Data Usage Cap and immediately invoice Customer for the difference between the fees stated in the Customer's quote and such increased fees. Customer's failure to timely pay the increased fee may result in Safe Fleet suspending services and terminating Customer's connection to the Smart Reach Hotspot. Annual data not used in the applicable year will be forfeited and will not be credited or rolled over to subsequent years.

(3) The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Modem, SAVES (Stop Arm Violation) or Lane Enforcement Violation solution, Smart Reach Cellular Router All-in-One, and/or Safe Fleet Cellular DATA PLAN:

Unless Customer purchased a Smart Reach Hotspot, Customer cannot do any of the following:

(1) enable any WIFI hotspot that uses any Safe Fleet Cellular Data Plan, (b) allow passengers or any other third parties to use any Safe Fleet Cellular Data Plan, or (c) use any Safe Fleet Cellular Data Plan for any purpose other than to use the applicable Seon/Safe Fleet products (e.g., Smart Reach Modems, Embedded Modems, or Smart Reach Routers, i.e., Off-the-shelf Cradlepoints, Ericson, Semtec/Sierra Wireless products, as applicable) for their intended purposes, as set forth in applicable Seon/Safe Fleet documentation.

(2) Without limiting the foregoing, Customer further acknowledges and agrees that Safe Fleet will have no obligation to provide support of any kind to enable any Wi-Fi hotspot that makes use of any of the foregoing Cellular products and/or services.



(3) The Safe Fleet Cellular DATA PLAN offers limited data per year and is intended for use solely for Livestream video, Cellular Download via Nexus, Stop Arm Violation (SAVES) and/or GPS data upload. Customer's Data Usage Cap is set forth in the Proposal. Data may be shared among vehicles in Customer's fleet. Annual data not used in the applicable year will be forfeited and will not be credited or rolled over to subsequent years. If Customer exceeds the Data Usage Cap and has not purchased additional data, Safe Fleet may, in its sole discretion, adjust the Customer's Data Usage Cap to the next higher level band for data usage and adjust the fee payable in connection with the new Data Usage Cap and immediately invoice Customer for the difference between the fees stated in the Customer's quote and such increased fees. Customer's failure to timely pay the increased fee may result in Safe Fleet suspending services under Customer's Safe Fleet Cellular Data Plan. Annual data not used in the applicable year will be forfeited and will not be credited or rolled over to subsequent years. Customer may track data consumption by requesting Safe Fleet data reports and may purchase additional data if mutually agreed by the Parties in writing. Customer may contact Safe Fleet for current rates.

**The following additional terms and conditions apply to Customer's use of Duet™ AI products ("Duet"):**

The Initial Term of each Duet Product license shall be three years. Customer may not terminate the Initial Term early, except as permitted by Sections 5.1(b) or 5.1(c) of the Terms (as defined below).

Duet Products store 90 days of video footage at a time; after 90 days, Safe Fleet may delete the applicable footage and associated data.

Duet Products include products and services (including cloud services) provided by LightMetrics, Inc. or its affiliates (collectively, "LightMetrics," and all such products and services collectively, the "LightMetrics Products"). Safe Fleet is a reseller of the LightMetrics Products, and the terms and conditions governing Customer's use of the LightMetrics Products are set forth in the LightMetrics End User License Agreement. Customer's use of the Duet Products is conditioned on its consent to the LightMetrics End User License Agreement.

In addition to the provisions of Section 5.3 of the Terms:

(1) Duet Products may include a real-time Advanced Driver Assistance System ("ADAS") and/or a real-time Driver Monitoring System ("DMS"). ADAS and DMS are only meant to aid and augment the driver's ("End User Driver") own skill and attention when driving on the road. Their primary function is to alert the End User Drivers to certain road conditions and events and does not replace their requirement to be attentive to the surrounding traffic conditions, and drive in a legal and responsible manner without any distraction of any sort. It is expected that the End User Drivers do not rely on the ADAS or DMS warnings as a substitute for their own judgement and attention.

(2) Certain features may not work in situations such as: (a) where visibility is challenging due to prevailing weather and lighting conditions; (b) lanes not being clearly marked or visible; (c) faces fully or partially covered by occlusions such as hats, sunglasses, facial hair, etc.; (d) when the vehicle is following a vehicle other than cars/buses/trucks; (e) when the camera's field of view is occluded by anything; (f) degradation of Wi-Fi connection between camera and mobile device; and/or (g) changes in camera orientation post-installation. In the event Customer enables in-cab audio recording for End Users under the scope of the LightMetrics Products, such enabling of audio recording is at the sole discretion of Safe Fleet and End Users. Neither LightMetrics nor Safe Fleet will be held liable to such End Users or other third-parties for breach of any applicable laws arising from enabling such audio recording.