

## **Terms and Conditions**

### **Contract Background**

- VisionTrack supplies vehicle video telematics hardware systems and video telematics software and data subscription services to its customers.
- You wish to order, and VisionTrack wishes to supply one or more video telematics systems and related subscription services to you in accordance with the specific terms of your sales order and these standard terms and conditions of sale.

### **1. Interpretation**

1.1) The following definitions and rules of interpretation in this clause apply these Direct Customer Terms and Conditions ("**Standard Customer Terms**"):

**Contract** means the contract between VisionTrack Inc, ("**We**", "**Us**", "**Our**") and the company named in the Order Form, the customer ("**You**"), consisting of the Order Form and these standard terms and conditions of sale

**Authorized Installer:** means our engineers, or our approved contracted installers, as notified by us to you from time to time.

**Automatic Commencement Date:** has the meaning given in Clause 5.2(c);

**Autonomise.ai Platform:** means our next generation artificial intelligence enhanced video telematics customer interface allowing full access to your VT Platform Data.

**Business Day:** a day other than a Saturday, Sunday, or public holiday in New York when banks in New York are open for business.

**Camera:** any camera made available by us to you (models of which will vary from time to time), for lease or purchase and that can be used for recording the Camera Data and the Vehicle Data.

**Camera Data:** means Footage and Location Data.

**Camera System:** means a sim enabled connected DVR system supplied with one or more cameras which is linked to the DVR System (or any part of it and including all installed software) which stores data on a hard drive, as more particularly described in the Order, and that can be used to record and /or transmit real time Camera Data and Vehicle Data to the VT Platform.

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**e** into.us@visiontrack.com

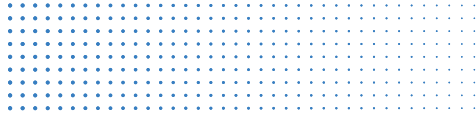
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**Commencement Date:** has the meaning given in Clause 24.1.

**Confidential Information:** has the meaning given in clause 23.

**Connected Camera:** means any data enabled camera (models of which will vary from time to time), fitted with a Sim Card, which can be used to record and/or transmit real time Camera Data and Vehicle Data to the VT Platform or via the VT API Feed.

**Connected Product:** means any Product which is either fitted with its own Sim Card or interacts with a Product that is fitted with a Sim Card, so as to allow that Product to supply of Location Data, the Footage (if applicable) and Vehicle Data to the VT Platform including Connected Cameras and Camera Systems.

**Connection:** means the process by which we remotely connect to a newly installed Connected Product so that it and its Initial Subscription becomes “live” and the Camera commences recording Camera Data.

**Connection Date:** means either (a) the date of a Connection, where you have taken an Installation Plan or (b) the Automatic Commencement Date.

**Customer Default:** has the meaning given in Clause 9.14.

**Data Cap:** means the monthly data usage limit for each Connected Product, in accordance with its Data Tariff.

**Data Costs:** means the costs of mobile phone network data charges incurred under each Data Contract for each connected Sim Card.

**Data Contract:** a mobile data contract between a mobile network provider and us, for the Data Tariff of each Sim Card.

**Data Tariff:** means the data tariff selected by you in the Order Form for each Connected Product.

**Data Services:** the transmission of the Location Data, the Footage (if applicable) and Vehicle Data from a Connected Product to the VT Platform.

**De-fit/Re-Fit Appointment:** means any appointment booked to remove Connected Products from a Vehicle and/or re-install our Connected Products in any Vehicle;

**Domestic Law:** the laws of the State of Delaware and any applicable Federal laws.

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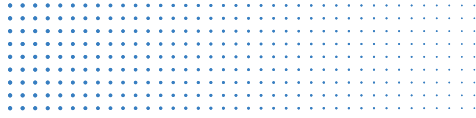
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**DVR:** means Digital Video Recorders.

**EULA:** means the End User License Agreement, the terms of which are required to be accepted by each User when they first access the VT Platform Data, the terms of which can be viewed at [www.visiontrack.com/us/EULA](http://www.visiontrack.com/us/EULA).

**Excluded Circumstances:** shall mean: (i) driver or other third party tampering with Products, accidental or intentional damage to the Products or any alteration or addition to the Products by anyone other than us; (ii) improper use of the Products or operator error; (iii) use of the Products with third party software or hardware other than that supplied by us; (iv) incorrect installation, maintenance or repair of our Products by anyone other than us or our Authorized Installers acting at our instigation; (v) power failures and discharged batteries; (vi) any downtime or outages, any communication error, interruption, deletion, defect, delay in operation or transmission or other communications line failure, theft or destruction or other lack of coverage of the mobile telecommunications network used by the Products, malicious interference or system attacks; and/or (vii) any factor or event beyond our control.

**Fee:** means the fees payable by you as set out in the Order Form, or as notified to you from time to time by us.

**Field Intervention:** shall mean any appointment by an Authorized Installer to visit you to perform, any service other than an Installation Appointment or a De-fit/Re-Fit Appointment

**Fleet:** means any Vehicles in your fleet.

**Footage:** means video footage recorded by a Camera.

**Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

**Initial Subscription or Initial Subscription Period:** means the contract term selected by you in the Order Form, for each Connected Product to the Subscription Services, commencing from the Connection Date.

**Installation Fee:** means the fee payable for the Installation Appointment as detailed in the Order or as notified to you from time to time.

**Installation Services:** means the installation of our Products into your Vehicles by our Approved Installers.

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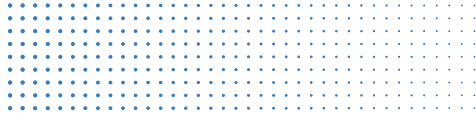
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**Integrated Platform:** means the integration of all or part of the Autonomise.ai Platform with a third party operated platform which allows you to gain seamless access across the integrated platforms to your Vehicle Data, Footage, and other services.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Lease Agreement:** means an agreement with a third-party partner who will acquire the Products from us and lease them to you under a separate agreement;

**Live Subscription:** means an active subscription for a Connected Product to our Subscription Services as entered into or renewed by you from time to time and which commences from the Connection Date.

**Location Data:** the precise geographical position of a Vehicle from time to time, as recorded by a Product.

**Normal Business Hours:** means 06:00 – 20:00 EST Monday to Friday.

**Order:** means an order for a Product and/or Service placed by you and accepted by us.

**Order Form:** means a completed VisionTrack Direct Customer Order Form signed by you requesting Products and Live Subscriptions to be added to a new or existing Customer Account.

**Platform Application Option:** means your chosen subscription to access one or more of our VT platform applications, including the Autonomise.ai Platform, VT Live View Platform or if applicable an Integrated Platform and/or in conjunction with third parties, our Integrated Platform option], as selected by you in your Order.

**Price:** means the price of the Products as set out in the Order Form or our standard pricelist.

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**e** [into.us@visiontrack.com](mailto:into.us@visiontrack.com)

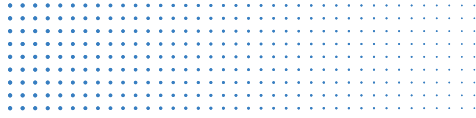
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**Product:** means any Cameras, Camera Systems, telematics devices, DVRs, VT SD Cards or other products developed or made available by VisionTrack to you from time to time and, where the context requires, the Video Telematics System ordered by and supplied to you.

**Purposes:** means in respect of each Party the provision of their respective Services recorded in this Contract together with any ancillary purpose necessary to enable each Party to meet its obligations under the Contract or legal/ regulatory requirement, including as set out in our Data Sub-Processor List.

**Regulatory Body:** means any state or federal supervisory authority which has authority over either party and in each case any successor body from time to time.

**Regulatory Requirements:** all applicable laws, statutes, regulations, orders, codes and principles which apply to the performance of VisionTrack's obligations under this Contract, including, but not limited to, export controls and embargo restrictions under the laws and regulations of the United States ("U.S.") and the European Union ("EU"), including without limitation export controls administered by the U.S. Department of Commerce, the United States Department of the Treasury Office of Foreign Assets Control, or other U.S. agencies.

**Representatives:** has the meaning given in clause 23.2.

**Rolling Subscription:** has the meaning given in clause 15.2.

**Services:** means the supply of the Products, the Installation Services, the Subscription Services (including access to the VT Platform) as detailed in each Order Form.

**Service Appointment:** means any Installation Appointment, de-fit, de-fit/re-fit appointment, or Field Intervention;

**Sim Card:** means a mobile data sim card installed in a Connected Product by us, and which can access multiple mobile phone networks in the Territory, and which has an active subscription to a Data Contract.

**Subscription Fee:** the upfront, annual or monthly fee payable for each Live Subscription, as detailed initially in the Order Form and amended by us from time to time.

**Subscription Period:** means the Initial Subscription or any Rolling Subscription.

**Subscription Services :** a subscription for each Connected Product to the Data Services, a Subscription Option, Platform Type (if selected) and a Data Contract.

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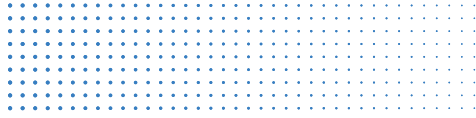
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**Subscription Option:** means your chosen subscription to one or more of our VT API, VT FNOL or Platform Application Options, through which you can access your VT Platform Data, as selected by you in your Order or amended from time to time.

**Subscription Type:** means your chosen Subscription Option and Platform Application Option selection, which applies to all Connected Devices under the Contract.

**Term:** the term of the Contract, as determined in accordance with clause 24.

**Territory:** means the territories as set out in the Order.

**Users:** means any of your employees, agents, or independent contractors, who you authorize to access the VT Platform.

**Vehicle:** means a vehicle owned or operated by you.

**Vehicle Data:** means any information collected by a Connected Product including, but not limited to, the Location Data, road and vehicle usage data, including for road safety issues, real time traffic flow, environmental impacts such as idle time at junctions, journey times, distances and speeds, the analysis of junctions and the risk they represent, driving behavior and awareness, human behavior, factors involved in collisions and other road incidents but excludes Personal Information.

**Video Telematics System:** means a system consisting of one or more Products installed in a Vehicle, including a Connected Product.

**VT API:** means the application program interface that allows you to access your VT Platform Data via your own or a third-party telematics platform.

**VT FNOL:** means the First Notification of Loss interface on the VT Website which allows you to access Vehicle incident management information.

**VT Live View Platform:** means the live view customer interface on the VT Website which allows you to access your VT Platform Data.

**VT Platform:** the cloud-based software platform which stores, processes and analyses the VT Platform Data, and makes it available for you and your Users to access via your chosen Subscription Type.

**VT Platform Data:** means the processed and analyzed Vehicle Data, Location Data and Footage (if applicable), stored on the VT Platform, along with reports, statistics and mapped data.

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**e** [into.us@visiontrack.com](mailto:into.us@visiontrack.com)

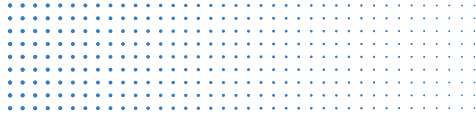
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**VT SD Card:** the secure digital (SD) memory card fitted within Camera based Products supplied by us.

**Year:** means a calendar year.

1.2) Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4) The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules.

1.5) Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.6) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7) A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, including all subordinate legislation made from time to time under that statute or statutory provision.

1.9) A reference to writing or written includes fax but not email.

1.10) Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.11) References to clauses and Schedules are to the clauses and Schedules of this Contract; references to paragraphs are to paragraphs of the relevant Schedule.

1.12) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Delivery, Title and Risk**

2.1) Any dates quoted for delivery in the Order are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the

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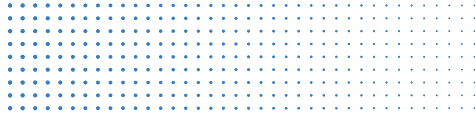
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Products that is caused by a Force Majeure event or due to your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

2.2) Delivery of the Non-Connected Products and accessories shall be completed upon arrival at the Delivery Location.

2.3) Where applicable, we aim to dispatch the Products by courier. Delivery costs will vary between orders, with the delivery cost per unit decreasing in line with the number of Products per Order. For the avoidance of doubt, delivery costs exclude any taxes, levies, or duties payable for Orders crossing international borders.

2.4) You are liable for all delivery costs connected to your Order, these shall be charged by us in accordance with our standard shipping pricelist.

2.5) Subject to clause 3.6, risk in each Product shall pass to you on the earlier of delivery or where you have selected our Installation Plan, Installation.

2.6) Full title in each Products shall pass to you once the Product has been fitted into your Vehicle or you have made full payment.

### **3. International Orders**

3.1) Import licenses. Where the Products are being delivered to a Delivery Location outside of the United States, you are responsible for obtaining any necessary import licenses or permits necessary for the entry of the Products into any non-US territory.

3.2) Our standard pricing does not incorporate, amongst other things, dealing in foreign currency, international shipping costs and customs and import duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products. Orders placed for delivery outside the US will need to be calculated on an individual basis.

3.3) For deliveries outside of the US, you must contact our sales office prior to placing an Order.

3.4) We shall deliver the Products to the location set out in the Order or such other location as we may agree with you ("Delivery Location") at any time after we notify you that the Products are ready.

3.5) Unless otherwise stipulated in this Contract or agreed by us, deliveries are in accordance with Incoterms 2010 on an ex-works basis.

3.6) Clause 5 does not apply for orders destined for countries outside of the US

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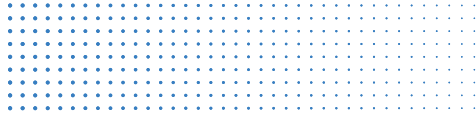
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## 4. Product Specification

4.1) We reserve the right to amend the description or specification of the Products and/or the Services at any time:

- if necessary, to comply with any Regulatory Requirements in force from time to time;
- to implement new services, rollout product or service enhancements, or to improve the security of the Services;
- where such changes are necessary because of changes to the specification of the Products made available by us to you.

4.2) You agree that we may substitute any of the Products ordered by you under the Order with an equivalent product, providing that any substituted product provides the equivalent or better functionality and specification.

4.3) Full details of all of our Products and their specification are detailed in the Order Form or are available from <http://www.visiontrack.com/us>.

## 5. Data Services and Sim Cards

5.1) We will supply you with a Sim Card, registered in the Territory, for each Connected Product you have licensed to connect to the VT Platform. Each Sim Card will include a subscription to one or more mobile networks based in the Territory. Providing that you comply with our Fair Usage Policy at clause 8 and this clause 7, our Data Subscription Fee for each Connected Product will include all Data Costs for each Connected Product.

5.2) You will use the Sim Card only for the Data Services. The Sim Card shall remain our property at all times and you must return or destroy all Sim Cards/upon expiry or termination of this Contract.

5.3) You acknowledge and agree that we are dependent on the performance of the mobile phone network providers for provision of the Data Services and therefore we cannot warrant:

- that the Data Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage and to the fact that these providers reserve the right to suspend their service for maintenance purposes, for security reasons, under instruction of competent authorities etc.);

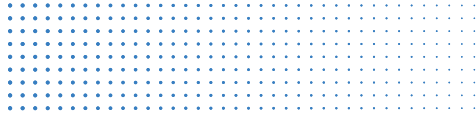
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- the speed at which the Location Data and Footage will be transmitted.

5.4) You will indemnify, defend and hold the us harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties that the Location Data and/or Footage sent to or from the VT Platform violate any applicable laws and regulations, infringes the rights of such third parties or is otherwise unlawful toward third parties.

5.5) You shall indemnify, defend and hold us and our Affiliates harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties with respect to, in particular the underlying wireless service carrier, that your use of the Sim Cards is not in conformity with this Contract.

## 6. Fair Use Policy

6.1) By accepting the terms of this Contract, you agree to be bound by our Fair Use Policy described in this clause 8, including agreeing not to exceed the Data Cap of each Connected Product. VisionTrack's Fair Use Policy is designed to make sure that the Subscription Service and underlying Data Services are high quality, reliable and provide great value.

6.2) We have a Fair Use Policy because:

- at peak times, many customers use the shared network bandwidth of our Subscription Service.; and
- customers should advise us of the Territories in which they plan to use their Fleet for the majority of the time, so that their Subscription Fees fairly reflect their intended usage.
- some of our Connected Products have the ability to stream real time live footage from a Connected Camera ("**Live Stream**"). Live Streaming uses a high amount of data and should only be used where necessary, so as to avoid you exceeding the Data Cap.

6.3) Unless you have purchased a Data Tariff with a different data cap, each Data Contract has a default data cap as follows:

- Dashcam = 250MB per calendar month;
- Dashcam-AI = 1GB per calendar month;
- DVR = 1Gb per calendar month;

(the "**Data Cap**").

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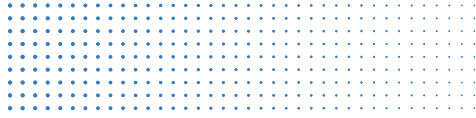
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6.4) Only a very small number of our customers use the Subscription Services inappropriately. As a result of this excessive use, the quality of the Subscription Service for all users may be affected, or the cost of Subscription Fees may need to be increased due to increased Data Costs. The Fair Use Policy manages inappropriate and/or excessive use and makes sure the Subscription Service can be used by everyone.

6.5) If you exceed the Data Cap on any individual Connected Product, then we reserve the right to:

- suspend the Live Subscriptions of the Connected Products that have exceeded the Data Cap; or
- restrict the data transfer speed of the Connected Products that have exceeded the Data Cap or
- unilaterally terminate this Contract by providing written notice to you; or
- amend, increase, or restrict the Territory for your Fleet or specific Vehicles; or
- to charge you an overage fee for your data usage in excess of the Data Cap, either inside or outside of the Territory, in addition to your Subscription Fees.

6.6) Unless you have purchased the video auto-download option for all Products will have video auto-download feature disabled.

## 7. Acceptance and defective Products

7.1) If any Products supplied in accordance with an Order are not in conformity with the Products specification, then, without limiting any other right or remedy that you may have, you may require us to repair or replace the defective Products.

## 8. Product Warranty

8.1) All of our Products are provided with the following warranties:

- where you selected Installation Plan in your Order, our products come with:
  - a 24-month field warranty commencing from the Connection Date for all Connected Cameras, Camera systems and non-connected cameras 24 months;
  - a 12 month return to base warranty for all other products and peripherals;
- where you did not select the Installation Plan in your Order, our products come with:

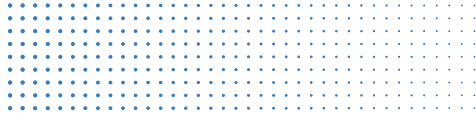
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- a 24 month return to base warranty commencing from the date of dispatch for all Connected Cameras, Camera Systems and non-connected cameras 24 months;
- a 12 month return to base warranty for all other products and peripherals;

(“the Product Warranty”).

8.2) Subject to clause 8.3, our Product Warranty covers:

- defects in materials and workmanship;
- non-working Products; and
- errors arising from defective software code or defective updates;

but our Product Warranty excludes deliberate misuse or damage to the Products.

8.3) Our Product Warranty does not cover defects arising:

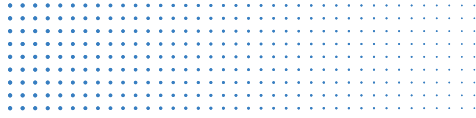
- from alterations or repairs made to Products without our prior written consent; and
- as a result of willful damage, negligence, or abnormal storage or working conditions, or damage other than fair wear and tear;
- as a result of damage caused, or faulty installation, occurring during the installation of the Product, where the Installation was not carried out under our Installation Plan.

8.4) Where you did not select our Installation Plan in the Order, our Warranty will not cover any Products where you fail to return a defective Products to us, where we have requested that you return the defective Product to us.

8.5) You shall be liable for all postage costs under our return to base warranty.

8.6) We reserve the right to charge you for any Field Interventions and for the full cost of repairing or replacing any Products, including labor and parts (if required) plus return carriage (if applicable) where:

- there is found to be no defect in the Products;
- there is a defect but that it has occurred due to an Excluded Circumstance; or
- a visit is required in respect of Products that is no longer covered by its warranty.



8.7) You must comply with any reasonable instructions issued by us in relation to a warranty claim.

## 9. Fees and Terms of payment

9.1) All invoices are issued in US dollars (“USD”) and all payments must be in GBP.

9.2) The Price of the Products is set out in the Order Form and:

- excludes the costs of packaging and insurance of the Products; and
- excludes the costs of transport of the Products, and for non-US orders, the insurance of the Products, which shall be invoiced to the Buyer in addition to the Price; and
- excludes amounts in respect of any state or federal taxes, which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate (if applicable), subject to the receipt of a valid invoice; and
- excludes any other charges payable for International Orders as detailed in Clause 3, such charges to be invoiced to you if the event that we undertake to provide any services resulting in us incurring such fees or costs.

9.3) The Subscription Fees payable by you are set out in the Order Form and are exclusive of any taxes.

9.4) Overage fees, Field Invention fees and any other fees payable by you in accordance with this Agreement and not set out in the Order, will be chargeable at our standard rate from time to time, all of these fees are exclusive of any taxes.

9.5) The Order Form will set out:

- The timing of payment of your Product and Installation Fees; and
- when your Subscription Fees are payable, which can be:
  - paid for the duration of the Subscription Term in advance;
  - annually, monthly or quarterly by direct debit, and for which you must complete a direct debit mandate.

9.6) Unless otherwise set out in the Order Form, you shall pay all invoices in full within thirty (30) days of the date of the invoice. Payment shall be made in full and in cleared funds to a bank account nominated in writing by us.

9.7) We may, by giving you notice at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

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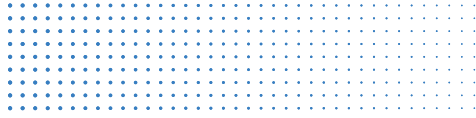
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- any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs);
- any request by you to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
- any delay caused by your failure to give us adequate or accurate information or instructions;

providing that we notify you of the increase and give you the opportunity to cancel the Order. We shall consider that you have accepted the increased cost if it you fail to cancel the order within 2 business days of us notifying you of the price increase.

9.8) Our Product prices do not include Installation Fees, insurance and Delivery Costs and are exclusive of any taxes. International Orders may also be subject to additional costs as detailed in 4. Notwithstanding this, we shall specify all other costs associated with delivery of the Products prior to the agreement of the relevant order and may not charge for any additional costs (whether packaging, insurance, logistics, taxes, duties, fees, or similar), unless we give you the opportunity to cancel the Order. We will deem you to have accepted the increased costs of the Order if you fail to cancel the order within five (5) business days of us notifying you of the price increase.

9.9) If a party fails to make any payment due to the other under this Contract by the due date for payment, then, without limiting the other party's remedies under this Contract, the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Chase Bank's base rate from time to time. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

9.10) If you dispute any invoice or other statement of monies due, you shall immediately notify us in writing. We both agree that we shall then negotiate in good faith to attempt to resolve the dispute promptly. We shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in clause 11.6.

9.11) All payments payable to either party under this Contract or any Order shall become due immediately on its termination.

9.12) Time for payment shall be of the essence of the contract.

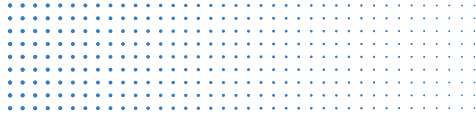
9.13) If we have not received payment within 30 days after the payment due date, and without prejudice to any of our other rights and remedies, we may without liability to you, disable your passwords, accounts and access to all or part of the VT Platform

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and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

9.14) If our performance of any of its obligations under this Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (the “Customer Default”):

- without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;
- we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations set out in this Clause 10; and
- you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

9.15) We shall be entitled to increase the price of the Subscription Fees, the Products Fees, the Installation Fees and the Field Intervention fees at any time upon giving you 90 days’ prior notice.

## **10. VisionTrack’s obligations**

10.1) We shall provide and supply the Products and Services and perform all of our other obligations under this Contract in accordance with all relevant Regulatory Requirements and other generally accepted industry standards and practices that are applicable.

10.2) We warrant that the Products supplied by us under this Contract shall:

- conform to the specifications;
- comply with all applicable Regulatory Requirements.

10.3) We shall:

- obtain and maintain in force for the Term all licenses, permissions, authorizations, consents and permits needed to supply the Products in accordance with the terms of this Contract;
- comply with the Service Levels;
- comply with all applicable Regulatory Requirements relating to the packing, packaging, marking, storage, handling, and delivery of the Products; and

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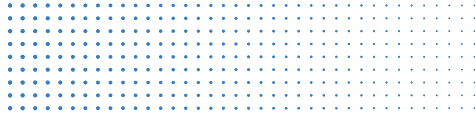
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- provide support in relation to the Products including (without limitation) interpreting, analyzing, enhancing (including the reverse engineering of elements of the Vehicle Data to provide Location Data) and rating the Vehicle Data.

## 11. The Customer's obligations

11.1) You shall:

- co-operate with us in all matters relating to the Services;
- promptly pay the Price and all Fees due and payable in accordance with this Contract; and
- provide us with such information and materials as we may reasonably require to supply the Services and ensure that such information is complete and accurate in all material respects;
- provide us, our agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to your premises, vehicles, data and other facilities as reasonably required by us to provide the Installation Services; or
- comply with all Regulatory Requirements in connection with its provisioning, downloading, and/or use of the VT Platform and the Products and in performing its obligations hereunder.

11.2) If our performance of our obligations under this Contract is prevented or delayed by any act or omission by you, your agents, subcontractors, consultants, or employees, we shall:

- not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay;
- be entitled to payment of the Charges despite any such prevention or delay; and
- be entitled to recover any additional costs, charges or losses we sustain or incurs that arise directly or indirectly from such prevention or delay.

## 12. Insurance

12.1) During this Contract, we will maintain in force adequate insurance policies with reputable insurance companies with coverage sufficient to cover all our liabilities under this Contract.

## 13. Proprietary rights

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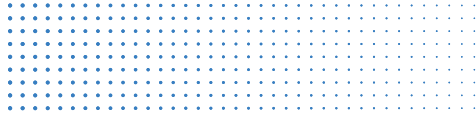
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13.1) You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, these Standard Customer Terms and Conditions do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

13.2) We confirm that we have all the rights in relation to the Services and the Documentation that are necessary to grant all the rights that we purport to grant under, and in accordance with, these Standard Customer Terms and Conditions.

## 14. VT Platform

14.1) We shall, during the Term, provide the Products and Services to you on and subject to the terms of this Contract.

14.2) We shall use reasonable endeavors to make the VT Platform available 24 hours a day, seven days a week, except for:

- planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am Eastern Standard Time each day; and
- unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavors to give you at least 6 hours' notice in advance during Normal Business Hours'.

14.3) We will, as part of the Subscription Services and at no additional cost to you, provide you with our standard customer support services during Normal Business Hours in accordance with the Service Levels.

14.4) We shall ensure that all of your Camera Data is accessible by you via the VT Platform.

## 15. Subscriptions

15.1) For each Connected Product ordered, you shall take out an Initial Subscription to the Subscription Services and the VT Platform.

15.2) Subject to clause 25, each Live Subscription shall automatically renew as a rolling contract ("Rolling Subscription") at the end of the Initial Subscription Period unless you give us 90 days' written notice that you wish to terminate the Live Subscription at the end of the Initial Subscription Period. You may terminate any Rolling Subscription by providing us with 90 days' written notice.

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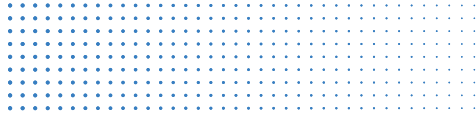
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15.3) If you selected “No Fixed Term” on the Order Form, you will have been deemed to have entered into an Initial Subscription Period of 30 days, following the expiry of which we will treat each Live Subscription as a Rolling Subscription.

## 16. Restrictions

16.1) You shall not:

- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
  - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Products in any form or media or by any means; or
  - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Products; or
  - access all or any part of the Services in order to build a product or service which competes with the Services; or
  - use the Services to provide services to third parties; or
  - license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Users, or
  - attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Clause 18.

16.2) You shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Subscription Services and, in the event of any such unauthorized access or use, promptly notify us.

16.3) The rights provided under this Clause 18 are granted to you only and shall not be considered granted to any of your subsidiaries and/or holding companies unless otherwise agreed.

## 17. Use of VT Platform

17.1) We hereby grant you a non-exclusive, non-transferable royalty free right, without the right to grant sublicences, to permit the Users to use the VT Platform, the

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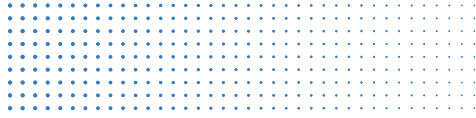
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Autonomise.ai Platform, and/or the VT Live View Platform during the Subscription Period solely for your internal business operations.

17.2) You acknowledge that each Authorized User will need to accept the EULA in order to access the VT Platform.

17.3) In relation to the Users, you undertake that:

- the maximum number of Users that you authorize to access and use the Services shall not exceed the number of Live Subscriptions; and
- each Authorized User shall keep a secure password for accessing the VT Platform, that such password shall be changed no less frequently than quarterly and that each Authorized User shall keep their password confidential.

17.4) You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
- is otherwise illegal or causes damage or injury to any person or property;

17.5) and we reserve the right, without liability or prejudice to its other rights, to disable your access to any material that breaches the provisions of this clause and/or the VT Platform.

17.6) You shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify us.

17.7) The rights provided under this Clause 18 are granted to you only and shall not be considered granted to any of your subsidiaries or holding companies.

## **18. Data Protection – Processing Obligations**

Each Party shall comply with all applicable federal and state laws regarding privacy of Personal Information. We will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, \_\_\_\_\_

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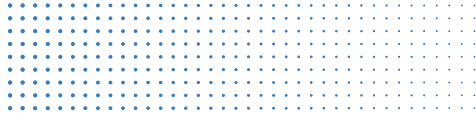
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confidentiality and integrity of Personal Information. We will keep you notified of any Sub-Processors that we use in the provision of the Services to you.

## **19. Anonymized Data**

19.1) You acknowledge that we collect, compile, store and use, and generally process aggregated and non-aggregated Vehicle Data and system usage information (the “Collected Data”). We may use the Collected Data to maintain and improve the VT Platform and our products and services, including but not limited to, carrying out technical diagnostics, detecting fraud and abuse, creating usage reports, creating new products and services, improving driver, passenger and pedestrian safety, improving hazard perception, reducing claims frequency, the prevention of accidents and improving driver monitoring. To the extent the Collected Data includes personal information, we will remove all personal information, including any data identifying the driver or Vehicle, to anonymize the Collected Data (“the Anonymized Data”) prior to us using the Anonymized Data in accordance with clause 19.2.

19.2) You hereby grant VisionTrack and each VisionTrack group company, an irrevocable, perpetual worldwide exclusive license to use the Anonymized Data to enable VisionTrack, and each VisionTrack group company, to develop, provide, distribute, display, and maintain current and future versions and evolutions of the Services, Products, to develop new products and services, or for any other purpose as we see fit, and to make the Anonymized Data available, directly or indirectly available to our customers, distributors, resellers, partners, end users or any other third parties, whether for their own use or for further distribution and use.

## **20. Publicity**

Publicity. We will not use your name or logo in any list or other promotional materials (including, without limitation, online or print-based quotes, case studies, and video testimonials) without the advance authorization from you, which will not be unreasonably delayed, conditioned, or withheld. Except as set forth above, there shall be no public announcement of this Agreement or the relationship between the parties without mutual review and approval by both parties, except as part of required governmental filings, SEC filings, quarterly earnings announcements, and/or financial presentations.

## **21. Warranty and, product liability**

21.1) We warrant that all Products sold, licensed or made available to you under this Contract shall (i) conform to applicable specifications; (ii) be merchantable, of good material and workmanship, free from defects (latent or patent), and fit and sufficient

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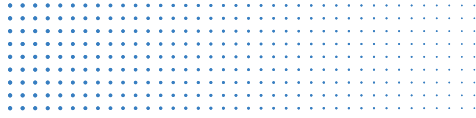
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for the purpose intended; and (iii) be delivered free and clear of any liens or encumbrances. We shall, without charge, correct any non-conformity, defect or malfunction in relation to any firmware within the Products reported by you within ten (10) days of receipt of notice from you.

21.2) We have:

- the requisite power and authority to enter into and carry out the Services under this Contract; and
- and will have the right and power to grant the licenses and rights granted to you hereunder without the consent of any third party.

21.3) Neither the Products nor the exercise by you of any of the licenses granted hereunder will infringe any Intellectual Property Right of any third party or be subject to any restrictions or to any mortgages, liens, pledges, security interest, encumbrances or encroachments. We are not aware of any pending or threatened claims, suits, actions or charges pertaining to the Products (Claims), including without limitation any claims or allegations that any Products infringes, violates, or misappropriates the Intellectual Property Rights of any third party.

21.4) We:

- do not warrant that your use of the Services and VT Platform will be uninterrupted or error-free; or that the Services, the Products, the VT Platform and/or the information obtained by you through the Services will meet your requirements; and
- is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and VT Platform may be subject to limitations, delays and other problems inherent in the use of such telecommunications networks.

## **22. Limitation of liability and dispute resolution**

22.1) This clause sets out the entire financial liability of the Parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) arising under or in connection with this Contract.

22.2) Nothing in this Contract shall limit or exclude the liability of either party for any liability which cannot legally be limited, including liability for:

- death or personal injury resulting from negligence; or

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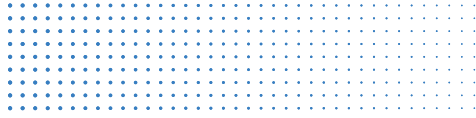
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- fraud or fraudulent misrepresentation; or
- the deliberate default or willful misconduct of that party, its employees, agents or subcontractors.

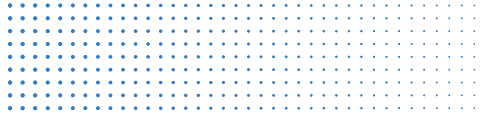
22.3) Subject to clause 22.2, our Total Liability to you in respect of all breaches of duty occurring within any Contract Year shall not exceed the Cap.

22.4) In Clause 22.3:

- The cap is the lesser of two hundred and fifty thousand US dollars and one hundred per cent (100%) of the Total Charges in the contract year in which the breaches occurred;
- Contract Year. A contract year means a 12-month period commencing with the date of this Contract or any anniversary of it; and
- **Total Charges.** The total charges mean all sums paid by you and all sums payable under this Contract in respect of Products and Services actually supplied by us, whether or not invoiced to you; and
- **Total Liability.** Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract. The following types of loss are wholly excluded by the Parties:
  - loss of profits;
  - loss of sales or business;
  - loss of agreements or contracts;
  - loss of anticipated savings;
  - loss of use or corruption of software, data, or information;
  - loss of damage to goodwill; and
  - Indirect or consequential losses.

22.5) If our performance of our obligations under this Contract is prevented or delayed by any act or omission by you, your agents, subcontractors, consultants or employees, we shall:

- not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay;
- be entitled to payment of the Charges despite any such prevention or delay; and
- be entitled to recover any additional costs, charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay.



22.6) If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Dispute") then the Parties shall follow the procedure set out in this clause:

- either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute;
- if the Parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Managing Directors of each party who shall attempt in good faith to resolve it; and
- if the Dispute is not resolved within 90 days after service of the Dispute Notice, either party may issue proceedings in the courts of Delaware.

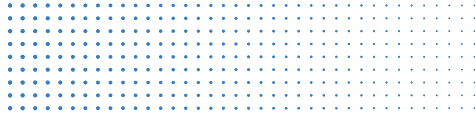
## **23. Confidentiality**

23.1) Each party undertakes that it shall not at any time during this Contract and for a period of two years after termination disclose to any person any confidential information concerning the business, affairs, the Customer, Customers or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and company ("Confidential Information"), except as permitted by clause 23.2.

23.2) Each party may disclose the other party's Confidential Information:

- to its employees, officers, agents, consultants or subcontractors ("Representatives") who need to know such information for the purposes of carrying out the party's obligations under this Contract, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 23 as though they were a party to this Contract. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and
- as may be required by federal law or the law of the state of Delaware, a court of competent jurisdiction or any governmental or regulatory authority.

23.3) Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Contract are granted to the other party or to be implied from this Contract. In particular, no license is hereby granted directly or indirectly under any



patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

## 24. Commencement and term

24.1) This Contract shall commence on the date of the first Order submitted by you and shall continue, unless and until terminated in accordance with clause 27 for a period of 12 months (the “Initial Term”). The term of the Contract shall automatically be extended for 12 months’ (the “Extended Term”) at the end of the Initial Term and at the end of each Extended Term whilst you have 1 or more active Live Subscriptions, unless either party gives written notice to the other, not later than 3 months’ before the end of the Initial Term or the relevant Extended Term, as the case may be.

24.2) Where you have served us written notice in accordance with Clause 25.1, this Contract shall continue in full force and effect until the later of (a) the expiry of your last Live Subscription in its Initial Subscription Period or, (b) upon the expiry of the 3 months’ notice period. You shall not be entitled to submit any new Orders after the date on which you serve notice under Clause 25.1 and further, you will be deemed to have given notice against all current Live Subscriptions so that the automatic Subscription renewal mechanism set out in Clause 15.2 shall not apply, and therefore all Live Subscriptions in their Initial Subscription Period shall expire at the end of their Initial Subscription Period.

## 25. Termination

25.1) Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- the other party fails to pay any undisputed amount due under this Contract on the due date for payment and remains in default not less than 21 days after being notified in writing to make such payment;
- the other party commits a material breach of any other term of the Contract which is irremediable or and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

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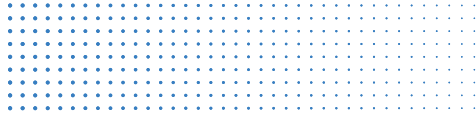
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restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

## **26. Obligations on termination**

26.1) On termination of this Contract, each party shall promptly:

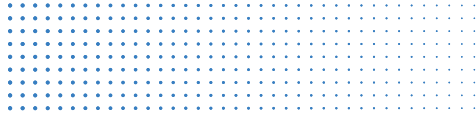
- return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply of the Products under this Contract (but, for the avoidance of doubt, excluding Products);
- return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- except as permitted under Clauses 1 and 2 erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- on request, certify in writing to the other party that it has complied with the requirements of this clause 28.

## **27. Consequences of termination**

27.1) On termination of this Contract the following clauses shall survive and continue in full force and effect:

- Clause 12 (Insurance);
- Clause 19.1 (Collected Data);
- Clause 19.2 (Anonymized Data);
- Clause 22 (Limitation of liability);
- Clause 23 (Confidentiality);
- Clause 26 (Obligations on termination); and
- Clause 32 (Disputes and Governing law).

27.2) Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the



right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

## **28. Force majeure**

28.1) Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

## **29. Assignment and other dealings**

29.1) Subject to clause 29.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

29.2) Either party may, after having given prior written notice to the other party, assign, transfer or subcontract any or all of its rights and obligations under this Contract to a member of its Group.

29.3) Where a party subcontracts its obligations under this Contract, that party shall remain primarily liable to the other Party for the acts and omissions of its subcontractor(s).

## **30. Miscellaneous**

30.1) Assignment. Neither Party may assign, sub-contract, transfer or dispose of any of its rights and obligations under this Contract, either in whole or in part, without the prior written consent of the other Party, provided that VisionTrack may assign, sub-contract, transfer or dispose of any of its rights and obligations under the Contract, either in whole or in part, to any of its Affiliates without the Customer's prior consent.

30.2) Amendments. Except as expressly otherwise provided for herein, no amendment to the Contract is valid or binding unless made in writing.

30.3) We may unilaterally change the provisions of these Standard Customer Terms, which amendments shall enter into force on the date that you are notified thereof.

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**t** 1-888-969-6203

**e** [into.us@visiontrack.com](mailto:into.us@visiontrack.com)

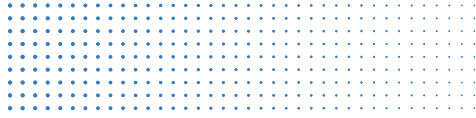
**w** [visiontrack.com/us](http://visiontrack.com/us)

**s** [orders.us@visiontrack.com](mailto:orders.us@visiontrack.com)



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30.4) Notices and Waivers. All notices, consents, waivers and other communications under this Contract must be in writing, in English and delivered by hand or sent by regular mail, registered mail, express courier or e-mail to the appropriate addresses set out in the Contract (or to such addresses as a Party may notify to the other Party from time to time). A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery (if delivered by hand, registered mail or express courier) or at the time of successful transmission (if delivered by e-mail).

30.5) Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

30.6) Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

## **31. Counterparts**

31.1) The Order Form shall be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together with these terms shall constitute the Contract.

## **32. Governing law and Venue**

32.1) This Contract and all disputes hereunder, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its conflicts or choice of law provisions and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. All claims, disputes, and/or lawsuits in connection with this Contract shall be brought in the courts of the State of Delaware, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such courts

## **END OF AGREEMENT**

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**t** 1-888-969-6203

**e** [into.us@visiontrack.com](mailto:into.us@visiontrack.com)

**w** [visiontrack.com/us](http://visiontrack.com/us)

**s** [orders.us@visiontrack.com](mailto:orders.us@visiontrack.com)



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