

End User License Agreement (EULA)

Direct, Fleet and Reseller Customers

Please read all of this agreement.

This Automonomise.ai platform ("**the Platform**") is provided by MSG Automotive Solutions Limited trading as VisionTrack ("**VisionTrack**", "**we**", "**our**" or "**us**"), a company registered in England and Wales. This End User License Agreement ("**EULA**") is an agreement between you as an individual user of the Platform ("**the User**" or "**you**") and VisionTrack and applies to your use of the Platform. The Platform is provided as part of the services subscribed for by the customer, the company or other legal entity for which you (e.g. as an employee or contractor) are acting ("**the Customer**"). By logging into the Platform you warrant that you have the right and authority to access the Platform.

The Platform enables you to monitor vehicles in the Customer's vehicle fleet that have been fitted with a VisionTrack data enabled camera, camera system or telematics device (models of which will vary from time to time) which can be used to record and/or transmit real time camera data and vehicle data to the Platform ("**VisionTrack Products**"). Our products may also monitor driver behaviour within the vehicle. Vehicle Data means any information collected by a VisionTrack Product including, but not limited to road and vehicle usage including for road safety issues, real time traffic flow, environmental impacts such as idle time at junctions, journey times, distances and speeds, and the analysis of junctions and the risk they represent, driving behaviour, factors involved in collisions and other road incidents.

Separate terms and conditions govern the supply of VisionTrack's Products and/or subscription services (including access to the Platform) to the Customer, whether provided directly to the Customer by VisionTrack or supplied via our authorised third party resellers ("**Reseller Partners**") ("**the Customer Terms**"). The terms of this EULA are separate to the Customer Terms and govern your use of the Platform. In addition to complying with the terms of this EULA the Customer must also ensure that you comply with, to the extent applicable, the Customer Terms. If any term in the Customer Terms governing your access to the Platform conflicts with any term in this EULA, then the term in this EULA shall apply.

You may view the terms of the EULA within the Platform at any time, from within the Platform.

Your licence

VisionTrack grants you a revocable non-exclusive licence to use Platform, subject to this EULA. Your licence will start when you use the Platform for the first time and will continue until ended as set out in clause 11.

Before using the Platform, you should read this EULA carefully.

By clicking "**Accept**" when you access the Platform, you agree to comply with the terms of this EULA.

1. VisionTrack only, and no other party is responsible for the Platform and its content.
2. The terms of this EULA are in addition to, not instead of, the Customer Terms. The Customers Terms govern the use of the Platform and the services provided by VisionTrack to the Customer or Reseller Partner.
3. You must not use the Platform on any device where such device and/or operating system has been modified outside the mobile device or operating system manufacturers supported or warranted

configurations. This includes devices that are "jail-broken" or "rooted". For the purposes of this EULA, a jail-broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.

4. No Guarantees

- 4.1. We are not responsible for any third party software that may be used in connection with the Platform, nor can we guarantee that your chosen device and/or ISP will provide unfettered access to the platform 24/7.

5. Links to Third Party Sites or Content

- 5.1. If we provide any hyperlinks within the Platform, we do not endorse and are not responsible for any content on such websites. Where any hyperlinks are provided, we recommend that you view the linked website's terms, privacy and cookie policy pages to understand how your use of any linked website may affect you. We are not responsible for the accuracy, timeliness or the continued availability or the existence of any content, hyperlinks, websites or pages linked to the Platform.

6. Access Rights

- 6.1. You undertake to keep your password secure, and you agree that you shall you shall keep your password confidential and not share your password with any other person.
- 6.2. You undertake that you will not intentionally access, store, distribute or transmit any material during the course of your use of Platform or our services that:
 - 6.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 6.2.2. facilitates illegal activity;
 - 6.2.3. depicts sexually explicit images;
 - 6.2.4. promotes unlawful violence;
 - 6.2.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
or
 - 6.2.6. is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to its other rights to you, to disable your access to the Platform if you breach the terms of this EULA.

7. Intellectual Property rights

- 7.1. "VisionTrack" is a trademark of MSG Automotive Solutions Limited and all rights in and to the "VisionTrack" trademark and all associated marks vest in MSG Automotive Solutions Limited. You may not use or reproduce the VisionTrack trademark, logo or brand name.
- 7.2. Any claims by you or a third party relating to the Platform or its possession or use, including alleged breaches of a third party's intellectual property rights, product liability claims and compliance with legal or regulatory requirements and consumer protection claims, should be directed to VisionTrack.
- 7.3. Copyright in the pages, screens, information, and all material in their arrangement, included in the Platform is owned by or licensed to VisionTrack or its parent company, any subsidiary of VisionTrack or any subsidiary its of parent **company, and any affiliated companies** (each a "**Group Company**") and/or by the supplier Reseller Partner unless otherwise noted.
- 7.4. You must not:
 - 7.4.1. copy or reproduce all or any part of the Platform;
 - 7.4.2. alter, modify or adapt all or any part of the Platform;
 - 7.4.3. remove or tamper with any copyright notice attached to or contained within the Platform;

- 7.4.4. attempt to, de-compile, disassemble or reverse engineer the Platform;
- 7.4.5. access all or any part of the Platform, order to build a product or service which competes with the Service; or
- 7.4.6. introduce or permit the introduction of, any virus or vulnerability into the Platform, or VisionTrack's network and information systems.

8. Responsibilities

- 8.1. You may not use the Platform for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- 8.2. You are responsible for all claims, damages and costs arising from:
 - 8.2.1. your use of the Platform;
 - 8.2.2. VisionTrack's reliance on information that you have provided; and
 - 8.2.3. Any breach by you of this EULA, or of any intellectual property or other right of any person or entity.

9. Miscellaneous

- 9.1. All notices to VisionTrack, questions or complaints can be submitted via the Platform's online support.
- 9.2. VisionTrack may transfer all or any of its rights under this EULA to any VisionTrack Group Company. Users may not transfer their rights or obligations under this EULA without the prior written consent of VisionTrack.
- 9.3. If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, the remainder of this EULA will continue in full force and effect.
- 9.4. If any part of this EULA becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining EULA terms.
- 9.5. Nothing in this EULA will reduce your statutory rights.

10. Variation

- 10.1. We may change the terms of this EULA at any time, but when we do, we will require you to accept the updated EULA when on your first login attempt after the terms of the EULA are varied.

11. Termination

- 11.1. We may terminate this EULA immediately if:
 - 11.1.1. you seriously or persistently breach any of the terms of this EULA including where we reasonably suspect that:
 - 11.1.1.1. you have committed fraud or may be acting fraudulently;
 - 11.1.1.2. you were not entitled to access the Platform, or your eligibility to download and/or use the Platform has changed;
 - 11.1.1.3. the Customer is in breach of the Customer Terms;
 - 11.1.1.4. the Customer Terms have been terminated, in accordance with the terms of the relevant agreement;
 - 11.1.1.5. you fail to accept any changes to this EULA, notified to you when you log in to the Platform.
- 11.2. Your access to the Platform may be suspended at any time if your security details have not been kept safe or have been compromised, where VisionTrack has previously warned you over lack of security.
 - 11.2.1. VisionTrack reasonably considers either that by continuing the contract it may be at risk of breaching any applicable law, regulation, code, court order, or that VisionTrack or another

VisionTrack Group Company or a Reseller Partner may be exposed to action or censure from any government, regulator or law enforcement agency; or

- 11.2.2. there has been, or VisionTrack suspects there has been, suspicious activity or fraud.
- 11.3. We will notify you if we terminate this EULA pursuant to clause 11.1, sending such notification to your registered email address, or by notifying you when you attempt to log into the Platform or through our Reseller Partner, as applicable.
- 11.4. We may terminate this EULA at any time and for any reason.
- 11.5. You can end this EULA at any time by deleting your User account.

12. Jurisdiction

This EULA is governed by the laws of England.