

CONTRACT BACKGROUND

- (A) VisionTrack supplies vehicle video telematics hardware systems and video telematics software and data subscription services to its customers.
- (B) 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 Limited (“We”, “Us”, “Our”) and the company named in the Order Form and/or subscription contract, the customer (“You”), consisting of the Order Form and these standard terms and conditions of sale.

Authorised 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 England when banks in London 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.

Commencement Date: has the meaning given in Clause 25.1.

Confidential Information: has the meaning given in clause 24.

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, (if specified in the Order).

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 11.15.

Data Controller, Data Processor Data Subject, Personal Data and Process, Processing and Processed: all have the meanings set out in Data Protection Legislation.

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 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 Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation (Regulation ((EU) 2016/679) (**UK GDPR**) and the Data Protection Act 2018 (**DPA18**) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party, or any successor law or regulation in the United Kingdom.

Data Protection Guide: means VisionTrack’s Data Protection Guide available at www.Visiontrack.com/data-processing-guide

Data Processing Activities: Details of our Data Processing activities under this Contract are detailed at www.Visiontrack.com/direct/Data-processing

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 law of the United Kingdom or part of the United Kingdom.

DVR: means Digital Video Recorders.

EULA: means the End User Licence 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/EULA].

Excluded Circumstances: shall mean: (i) a driver or other third party tampering with Products, accidental or intentional damage to the Products or any alteration or additions 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 Authorised 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 for the Services as set out in the Order Form, this Agreement or as notified to you from time to time by us.

Field Intervention: shall mean any appointment by an Authorised 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.

ICO: means the Information Commissioner's Office or any successor body.

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 Appointment: has the meaning given in clause 2.8.

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 Plan: selecting the Installation Plan in the Order means that we, or our Authorised Installers, will install the Products that you have ordered into your Vehicles; declining the plan means that you need to self-install the Products or arrange for your own installation.

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

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 neighbouring 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 09:00 – 17:00 Monday to Friday in the United Kingdom, on a Business Day

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.

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 the ICO or any other national 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.

Returns Policy: means our Product return policy set at www.Visiontrack.com/direct/returns

Representatives: has the meaning given in clause 24.2.

Rolling Subscription: has the meaning given in clause 17.2.

Service Levels or SLA: means our service level agreement available at www.Visiontrack.com/direct/SLA

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.

Sub-Processors List: Details of our Sub-Processors used for the purposes of delivering the Services under this Contract, available at www.Visiontrack.com/direct/sub-processors.

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 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 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.

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

Subsidiary: has the meaning given in clause 1.6.

Term: the term of the Contract, as determined in accordance with clause 25.

Territory: means the territory or territories as set out in the Order.

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

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

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 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 behaviour, factors involved in collisions and other road incidents but excludes Personal Data.

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 analysed Vehicle Data, Location Data and Footage (if applicable), stored on the VT Platform, along with reports, statistics and mapped data.

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 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax but not email.
- 1.13 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.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Contract; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 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.
- 1.16 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.17 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller, and we are the Data Processor.
- 1.18 The Data Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the duration and purposes of this Contract.

2. ORDERS

- 2.1 These Standard Customer Terms must be read in conjunction with each submitted Order and any Special Terms contained therein.
- 2.2 Each Order must be printed, signed and submitted to orders@visiontrack.com.
- 2.3 A Contract shall not come into force unless the Order Form has been properly and fully completed by you and accepted by us.
- 2.4 Each order is subject to you satisfactorily passing our credit application process.
- 2.5 If you have specified in the Order Form that you would like to lease the Products from a third party, this is subject to you meeting any criteria set out by our leasing partners, as applicable. If we or our partners are unable to off lease terms, you may choose to continue your Order by purchasing the Products from us. If this applies, this will be made clear to you at the point of acceptance.
- 2.6 Orders submitted to us are only accepted once you have received an email acknowledging our acceptance of your order. During the Term, any additional orders that you place for additional Products or Services will form a separate contract, which shall be subject to the standard terms and conditions then applicable.
- 2.7 Once accepted your Order together these Standard Customer Terms shall form a Contract.
- 2.8 We shall use reasonable endeavours to meet all Orders placed by you for our Products and Services within any timescales stipulated in the Order.
- 2.9 We shall:
 - (a) dispatch any Products not requiring Installation to you at the address specified in the Order; or
 - (b) for Connected Products, dispatch the Order directly to our Authorised Installer. Our Authorised Installer shall contact you to arrange a suitable time and date for the Installation of the Connected Product in your Vehicle ('Installation Appointment').
- 2.10 We reserve the right to make changes to the specifications of the Products, as required from time to time.
- 2.11 We will provide you with the Services from the date specified in the Order Form and in accordance with the terms of this Contract.

3. DELIVERY, TITLE AND RISK

- 3.1 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 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.
- 3.2 Delivery of the Non-Connected Products and accessories shall be completed upon arrival at the Delivery Location
- 3.3 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.
- 3.4 You are liable for all delivery costs connected to your Order, these shall be charged by us in accordance with our standard shipping pricelist.
- 3.5 Risk in each Product shall pass to you on the earlier of delivery or where you have selected our Installation Plan, Installation.

4. INTERNATIONAL ORDERS

- 4.1 **Import licenses.** Where the Products are being delivered to a Delivery Location outside of the United Kingdom, you are responsible for obtaining any necessary import licenses or permits necessary for the entry of the Products into any non-UK territory, or as applicable Northern Ireland.
- 4.2 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 UK will need to be calculated on an individual basis.
- 4.3 For deliveries outside of the UK, you must contact our sales office prior to placing an Order.
- 4.4 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.
- 4.5 Unless otherwise stipulated in this Contract or agreed by us, deliveries are in accordance with Incoterms 2010 on an ex-works basis
- 4.6 Clause 5 does not apply for orders destined for countries outside of the UK.

5. OPTIONAL SERVICES**INSTALLATION PLAN REQUESTED**

- 5.1 Where you have selected our Installation Plan as part of your Order, or if you subsequently request us to provide any Installation Services:
- (a) we:
- (i) will ensure that only suitably trained Authorised Installers and technicians will install our Products into your vehicles;
 - (ii) or our Authorised Installer shall:
 - (A) contact you to agree a time and the location for your Installation Appointment(s);
 - (B) procure that you are promptly notified, in advance where possible, of any delay and/or cancellation of any Installation Appointment; and
 - (C) procure that the Products are not fitted within a Vehicle in any way which might interfere with the operation of your Vehicle and/or cause any breach of road traffic legislation and/or any other applicable Regulatory Requirements.
 - (D) will only install Products in vehicles which are in a road worthy condition
 - (E) shall be entitled to re-schedule or cancel any Installation Appointment where your vehicle is located on the public highway, or such other location as, in the reasonable opinion of our Authorised Installer, is in an unsafe location to install the Products.
 - (F) once a Product has been installed in your Vehicle, test the Product to ensure it is working appropriately and that it is connected to the VT Platform.
 - (G) We will provide you with a quote, upon request, for each removal / de-installation;
- (b) you:
- (i) consent to us subcontracting the Installation Services to our third party Authorised Installers;
 - (ii) agree not to remove or make any attempt to remove, nor shall you allow any unauthorised third party to remove the Products from your Vehicles. Permitting anyone other than us or our Authorised Installers to remove the Products from any Vehicle will invalidate your Product Warranty.
 - (iii) shall submit any requests for us to remove and/or re-install your Products into other Vehicles. and
 - (iv) must for each Installation Appointment:
 - (A) arrange for the Installation Services to be carried out at a suitable location;
 - (B) provide us and/or our Authorised Installer with at least 48 hours' notice if you wish to cancel an Installation Appointment in order to avoid paying any cancellation fees;
 - (C) pay us the Installation Fee, as notified by us to you; and
 - (D) pay any cancellation fees, removal fees, re-fitting fees or other fees due.

Installation Plan not required

- 5.2 Where you have not selected our Installation Plan:
- (a) we shall arrange for our Products to be delivered to you or your chosen installer;
 - (b) you will be responsible for arranging installation of our Products into your Vehicles;
 - (c) the Initial Subscription Period for any Product Ordered by you will automatically commence from the date of dispatch (the "**Automatic Commencement Date**").
 - (d) our Warranty excludes any warranty claim where the cause of the claim is due to installation not carried out by us or our Authorised Installers;

- (e) you must ensure that any installation of our Products is carried out by an experienced electrician and in accordance with our Product installation guide;
- (f) We do not accept any liability for any Installations carried out by you, or any third party, where you or the third party has done so following training by us or one of our Authorised Installers;

De-fit/Re-fit Appointments

- 5.3 We will provide you with a quote, upon request, for an Authorised Installer to undertake De-fit/Re-Fit Appointments (being the removal of Products from one Vehicle and (if required) the installation of the uninstalled Products into another fleet vehicle).

Cancellation of Service Appointments

- 5.4 The following cancellation fees are payable where:
- (a) you cancel any Service Appointment by providing less than 2 Business Day's (minimum of 48 hours) notice before the Installation Appointment – 100% of the Service Appointment fee;
 - (b) our Authorised Installer is unable to complete a Service Appointment on the date and time arranged due to:
 - (i) your failure to make the Vehicle available; or
 - (ii) any action or inaction by you, including clauses 5.1(a)(ii)(D) and 5.1(a)(ii)(E);in each instance, we reserve the right to charge you 100% of the Service Appointment fee.

6. PRODUCT SPECIFICATION

- 6.1 We reserve the right to amend the description or specification of the Products and/or the Services at any time:
- (a) if necessary, to comply with any Regulatory Requirements in force from time to time;
 - (b) to implement new services, rollout product or service enhancements, or to improve the security of the Services;
 - (c) where such changes are necessary because of changes to the specification of the Products made available by us to you.
- 6.2 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.
- 6.3 Full details of all of our Products and their specification are detailed in the Order Form or are available from www.visiontrack.com/direct/Products

7. DATA SERVICES AND SIM CARDS

- 7.1 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 and subject to clause 7.6 and 7.7 will include EU Data Roaming, if you have selected EU Data Roaming in the Order.
- 7.2 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.
- 7.3 You acknowledge and agree that we are dependent on the performance of the mobile network providers for provision of the Data Services and therefore we cannot warrant:
- (a) 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.);
 - (b) the speed at which the Location Data and Footage will be transmitted.
- 7.4 You will indemnify, defend and hold 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.
- 7.5 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.
- 7.6 In the event that the mobile network operators used by us re-introduce EU Data Roaming charges for mobile data (resulting in an increase in data costs for us) we reserve the right to increase the Subscription Fee payable by you to take into account Data Costs incurred by your vehicles travelling within EEA or non-EEA countries.
- 7.7 If EU Data Roaming charges are re-introduced by the mobile networks and your Connected Product's usage suggests that one or more Vehicles in which the Connected Product is installed spends a significant proportion of its time outside of the UK. We reserve the right to:
- (a) increase your Subscription Fees to take account of the EU Data Roaming charges; or
 - (b) charge you the EU Data Roaming charges for your Fleet; or

- (c) terminate any Live Subscriptions where we incur additional data costs as a result of EU Data Roaming; or
- (d) introduce a monthly EU Data Roaming data cap per Sim Card, usage in excess of which would incur additional charges.

8. FAIR USE POLICY

- 8.1 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.
- 8.2 We have a Fair Use Policy because:
- (a) at peak times, many customers use the shared network bandwidth of our Subscription Service. Most of our customers use the Services considerably and their usage levels do not disproportionately affect the shared network capacity; and
 - (b) customers should advise us of the Territories in which they plan to use their Fleet for most of the time, so that their Subscription Fees fairly reflect their intended usage.
 - (c) some of our Connected Products can 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, to avoid you exceeding the Data Cap.
- 8.3 Unless you have purchased a Data Tariff with a different data cap, each Data Contract has a default data cap of 500mb per calendar month, except for DVR's which have a default data cap of 3gb per calendar month (the "**Data Cap**").
- 8.4 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.
- 8.5 If you exceed the Data Cap on any individual Connected Product, then we reserve the right to:
- (a) suspend the Live Subscriptions of the Connected Products that have exceeded the Data Cap; or
 - (b) restrict the data transfer speed of the Connected Products that have exceeded the Data Cap or
 - (c) unilaterally terminate this Contract by providing written notice to you; or
 - (d) amend, increase, or restrict the Territory for your Fleet or specific Vehicles; or
 - (e) 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.

9. ACCEPTANCE AND DEFECTIVE PRODUCTS

- 9.1 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.

10. PRODUCT WARRANTY

- 10.1 Our Products are provided with the following warranties:
- (a) where you Order includes an Installation Plan, our Connected Products come with:
 - (i) a 24-month field warranty; or
 - (ii) a 12 month return to base warranty for all other products and peripherals; commencing from the Connection Date;
 - (b) for non-connected Camera's and for Connected Products where you did not select the Installation Plan during your Order, our Products come with
 - (i) a 24 month return to base warranty; and;
 - (ii) a 12 month return to base warranty for all other products and peripherals; commencing from the delivery date;
- the ("**the Product Warranty**").
- 10.2 Subject to clause 10.3, our Product Warranty covers:
- (a) defects in materials and workmanship;
 - (b) non-working Products; and
 - (c) errors arising from defective software code or defective updates;
- but our Product Warranty excludes deliberate misuse or damage to the Products.
- 10.3 Our Product Warranty does not cover defects arising:
- (a) from alterations or repairs made to Products without our prior written consent; and

- (b) as a result of wilful damage, negligence, or abnormal storage or working conditions, or damage other than fair wear and tear;
 - (c) 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.
- 10.4 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.
- 10.5 You shall be liable for all postage costs under our return to base warranty.
- 10.6 We reserve the right to charge you for all Field Interventions and for the full cost of repairing or replacing any Products, including labour and parts (if required) plus return carriage (if applicable) where:
- (a) there is found to be no defect in the Products;
 - (b) there is a defect but that it has occurred due to an Excluded Circumstance; or
 - (c) a visit is required in respect of Products that is no longer covered by its warranty.
- 10.7 You must comply with any reasonable instructions issued by us in relation to a warranty claim.
- 10.8 Product returns, repairs, replacements and refunds are governed by VisionTrack's Return Policy and return merchandise authorisation process, return forms are available from www.visiontrack.com/direct>Returns

11. FEES AND TERMS OF PAYMENT

- 11.1 The Fees payable by you are set out in the Order.
- 11.2 The Order, any subsequent quotes and all invoices are issued in pound sterling ("GBP") and all payments must be in GBP.
- 11.3 The Price of the Products and services subscription fees is set out in the Order Form and:
- (a) includes the costs of packaging and for UK Orders only, insurance of the Products; and
 - (b) excludes the costs of transport of the Products, and for non-UK orders, the insurance of the Products, which shall be invoiced to the Buyer in addition to the Price; and
 - (c) excludes amounts in respect of value added tax (VAT), 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 VAT invoice; and
 - (d) excludes any other charges payable for International Orders as detailed in Clause 4, 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.
- 11.4 The Subscription Fees payable by you are set out in the Order Form and are exclusive of VAT.
- 11.5 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 VAT.
- 11.6 The Order Form will set out:
- (a) The timing of payment of your Product and Installation Fees; and
 - (b) when your Subscription Fees are payable, which can be:
 - (i) paid for the duration of the Subscription Term in advance;
 - (ii) annually, monthly or quarterly by direct debit, and for which you must complete a direct debit mandate.
- 11.7 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.
- 11.8 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:
- (a) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by you to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
 - (c) 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.
- 11.9 Neither our Product Prices, nor our Subscription Fees do not include Installation Fees, insurance and Delivery Costs and are exclusive of any value added tax ("VAT"). 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, VAT, 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.
- 11.10 If a party fails to make any payment due to the other under this Contract by the due date for payment, including any missed or cancelled Direct Debits, 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 Bank of England'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.

- 11.11 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 11.7.
- 11.12 All payments payable to either party under this Contract or any Order shall become due immediately on its termination.
- 11.13 Time for payment shall be of the essence of the contract.
- 11.14 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 and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 11.15 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"**):
- (a) 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;
 - (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay performing any of its obligations set out in this Clause 11; and
 - (c) 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.
- 11.16 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.

12. VISIONTRACK'S OBLIGATIONS

- 12.1 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.
- 12.2 We warrant that the Products supplied by us under this Contract shall:
- (a) conform the specifications;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by us; and
 - (c) comply with all applicable Regulatory Requirements.
- 12.3 We shall:
- (a) obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to supply the Products in accordance with the terms of this Contract;
 - (b) comply with the Service Levels;
 - (c) comply with the GDPR Policy;
 - (d) comply with all applicable Regulatory Requirements relating to the packing, packaging, marking, storage, handling, and delivery of the Products; and
 - (e) provide support in relation to the Products including (without limitation) interpreting, analysing, enhancing (including the reverse engineering of elements of the Vehicle Data to provide Location Data) and rating the Vehicle Data.

13. THE CUSTOMER'S OBLIGATIONS

- 13.1 You shall:
- (a) co-operate with us in all matters relating to the Services;
 - (b) promptly pay the Price and all Fees due and payable in accordance with this Contract; and
 - (c) 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; or
 - (d) 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.
- 13.2 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:
- (a) not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Charges despite any such prevention or delay; and

- (c) be entitled to recover any additional costs, charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay.

14. INSURANCE

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

15. PROPRIETARY RIGHTS

- 15.1 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 licences in respect of the Services or the Documentation.
- 15.2 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.

16. VT PLATFORM

- 16.1 We shall, during the Term, provide the Products and Services to you on and subject to the terms of this Contract.
- 16.2 We shall use commercially reasonable endeavours to make the VT Platform available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time each day; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavours to give you at least 6 hours' notice in advance during Normal Business Hours'.
- 16.3 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.
- 16.4 We shall ensure that all of your Camera Data is accessible by you via the VT Platform.

17. SUBSCRIPTIONS

- 17.1 For each Connected Product ordered, you shall take out an Initial Subscription to the Subscription Services and the VT Platform.
- 17.2 Subject to clause 25.2, 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.
- 17.3 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.

18. RESTRICTIONS

- 18.1 You shall not:
 - (a) 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:
 - (i) 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
 - (ii) 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
 - (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
 - (c) use the Services to provide services to third parties; or
 - (d) 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
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Clause 18.
- 18.2 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and, in the event of any such unauthorised access or use, promptly notify us.
- 18.3 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.

19. USE OF VT PLATFORM

- 19.1 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 Autonomise.ai Platform, and/or the VT Live View Platform during the Subscription Period solely for your internal business operations.
- 19.2 You acknowledge that each Authorised User will need to accept the EULA in order to access the VT Platform.
- 19.3 In relation to the Users, you undertake that:
- (a) the maximum number of Users that you authorise to access and use the Services shall not exceed the number of Live Subscriptions; and
 - (b) each Authorised 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 Authorised User shall keep their password confidential.
- 19.4 You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- 19.5 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.
- 19.6 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify us.
- 19.7 The rights provided under this Clause 19 are granted to you only and shall not be considered granted to any of your subsidiaries or holding companies.

20. DATA PROTECTION - PROCESSING OBLIGATIONS

- 20.1 The Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this Contract comply with their obligations as a Data Processor under Data Protection Legislation and further agrees:
- (a) to process the relevant Personal Data only as contemplated by the Purposes and then only in accordance with instructions given by the Data Controller in writing from time to time unless the Supplier is required by Domestic Law to otherwise process that Personal Data;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Data Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) not transfer any Personal Data outside of the United Kingdom or the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - (i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer including entering into the Standard Contractual Clauses;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
 - (d) assist the Data Controller in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Data Controller without undue delay (and in any event with 48 (forty-eight) hours) on becoming aware of a Personal Data breach;
 - (f) at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of this Contract unless required by Domestic Law to store the Personal Data; and
 - (g) take reasonable steps to ensure the reliability of any of its employees, agents and sub-contractors who have access to the Personal Data;

- (h) ensure that only those of its employees, agents and sub-contractors who need to have access to the Personal Data are granted such access to the Personal Data and only for the purposes of performing its obligations/the Services under this Contract; and
 - (i) ensure that the employees, agents, and sub-contractors who, in accordance with this clause 16, have access to the Personal Data:
 - (i) are informed of the confidential nature of the Personal Data and are subject to appropriate contractual obligations of confidentiality;
 - (ii) undergo training in Data Protection Legislation and in the care and handling of Personal Data; and
 - (iii) in the case of agents and sub-contractors, enter into contractual terms which enable the Party to meet its obligations under Data Protection Legislation and this Contract.
 - (j) in cases where requests are made by third Parties (such as the police or the insurer), ensure that it has obtained the requisite consent from the Data Controller before disclosing any information to any third party.
- 20.2 The Parties acknowledge that VisionTrack, as part of a Group of Companies:
- (a) shares central support services with its Group Companies, including IT, Legal, Compliance, Internal Audit and Accounts functions (together the “**Support Departments**”), and from time to time it may be necessary for the Support Departments to view Footage in the ordinary course of business;
 - (b) uses Microsoft Azure’ data centre for its product however the Group’s central data centre can also be utilised to store our systems and records, including from time to time the Footage.
- 20.3 Where the Data Processor appoints a third-party sub-processor, it shall, with respect to data protection obligations:
- (a) ensure that the third party is subject to, and contractually bound by, at least the same obligations as the Data Processor; and
 - (b) remain fully liable to the Data Controller for all acts and omissions of the third party,
 - (c) and all sub-processors engaged by the Data Processor as at the effective date of this Contract shall be deemed authorized, as documented in the VT Data Processes and Sub-Processors Appendix.
- 20.4 You acknowledge that in order to provide the Services under this Agreement that we collect, compile, store, process and use your aggregated and non-aggregated Vehicle Data, Footage and system usage information (the “**Collected Data**”). You hereby agree and consent that we may use your Collected Data to help 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, improving road safety, reducing claims frequency, preventing accidents and improving in vehicle driver monitoring. To the extent the Collected Data includes Personal Data, we will remove all Personal Data, including any data identifying the driver or Vehicle, to anonymise the Collected Data (“**the Anonymised Data**”) prior to us using the Anonymised Data in accordance with clause 20.5. You acknowledge and agree that we may combined your Anonymised Data together with the anonymised data of other customers.
- 20.5 You hereby grant us and each VisionTrack group company, an irrevocable, perpetual worldwide exclusive license to use the Anonymised Data to enable VisionTrack and each VisionTrack group company, to develop, provide, distribute, display, and maintain current and future versions and evolutions of our Products and Services, to develop new products and services, or for any other purpose as we see fit, including but not limited to making the Anonymised Data available, directly or indirectly, in whole or in part, to our customers, distributors, resellers, partners, end users or selected third parties, whether for their own benefit and use or for further distribution and use.
- 21. ANTI-BRIBERY AND MODERN SLAVERY**
- 21.1 You shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”); and
 - (b) at all times comply with the provisions of the Modern Slavery Act 2015.
- 22. WARRANTY AND, PRODUCT LIABILITY**
- 22.1 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 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.
- 22.2 We have:
- (a) the requisite power and authority to enter into and carry out the Services under this Contract; and
 - (b) and will have the right and power to grant the licenses and rights granted to you hereunder without the consent of any third party.
- 22.3 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.

22.4 We:

- (a) 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
- (b) 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.

23. LIMITATION OF LIABILITY AND DISPUTE RESOLUTION

23.1 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.

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

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

23.3 Subject to clause 23.2, our Total Liability to you in respect of all breaches of duty occurring within any Contract Year shall not exceed the Cap.

23.4 In Clause 23.3:

- (a) **Cap.** The cap is the lesser of two hundred and fifty thousand pounds sterling and one hundred per cent (100%) of the Total Charges in the contract year in which the breaches occurred;
- (b) Contract Year. A contract year means a 12-month period commencing with the date of this Contract or any anniversary of it; and
- (c) **Total Charges.** The total charges means 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
- (d) **Total Liability.** The Supplier's 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:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data, or information;
 - (vi) loss of damage to goodwill; and
 - (vii) Indirect or consequential losses.

23.5 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:

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

23.6 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:

- (a) 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;
- (b) if the Parties are for any reason unable to resolve the Dispute within 14 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
- (c) if the Dispute is not resolved within 28 days after service of the Dispute Notice, either party may issue proceedings in the courts of England and Wales.

24. CONFIDENTIALITY

- 24.1 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 24.2.
- 24.2 Each party may disclose the other party's Confidential Information:
- (a) 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 24 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
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 24.3 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 licence 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.

25. COMMENCEMENT AND TERM

- 25.1 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 26 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.
- 25.2 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 17.2 shall not apply, and therefore all Live Subscriptions in their Initial Subscription Period shall expire at the end of their Initial Subscription Period.

26. TERMINATION

- 26.1 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:
- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (j) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

- (k) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

27. OBLIGATIONS ON TERMINATION

27.1 On termination of this Contract, each party shall promptly:

- (a) 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);
- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- (c) except as permitted under Clauses 20.4 and 20.5 erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- (d) on request, certify in writing to the other party that it has complied with the requirements of this clause 27.

28. CONSEQUENCES OF TERMINATION

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

- (a) Clause 14 (Insurance);
- (b) Clause 20.5 (Collected Data);
- (c) Clause 20.6 (Anonymised Data);
- (d) Clause 23 (Limitation of liability);
- (e) Clause 24 (Confidentiality);
- (f) Clause 27 (Obligations on termination); and
- (g) Clause 33 (Disputes and Governing law).

28.2 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.

29. FORCE MAJEURE

29.1 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.

30. ASSIGNMENT AND OTHER DEALINGS

- 30.1 Subject to clause 30.2, 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).
- 30.2 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.
- 30.3 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).

31. MISCELLANEOUS

- 31.1 **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.
- 31.2 **Amendments.** Except as expressly otherwise provided for herein, no amendment to the Contract is valid or binding unless made in writing.
- 31.3 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.
- 31.4 **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).
- 31.5 **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.

31.6 **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.

31.7 **Third Party Rights.** A person who is not a party to this Contract may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

32. COUNTERPARTS

32.1 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.

33. DISPUTES AND GOVERNING LAW

33.1 This Contract is subject to English law. Each dispute arising under this Contract shall, in first instance, be settled by the courts of England which will have exclusive jurisdiction in respect of any such disputes.