

BRIGADE PRODUCTS AND SERVICES (HALONIQ SAAS) – END CUSTOMERS

GENERAL TERMS AND CONDITIONS

Agreed terms and conditions

The Customer (as defined in Section 1) acknowledges and agrees that these General Conditions apply to all of the Products & Services that it may purchase from Brigade. The Customer acknowledges and agrees that the General Conditions (as updated from time to time) are incorporated into and govern the Customer's applicable Order, and Customer's use of such Products & Services. Customer's use of such Products & Services signifies its agreement to be bound by the Contract. Except to the extent expressly agreed in writing by Brigade, no terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract or the Order.

These General Conditions and the Order(s) form one Contract, the term of which commences upon the date Brigade accepts the first Order under the Contract, and will continue until terminated in accordance with the terms herein or there are no active Orders under it. Each Order has the effect of varying the Contract by adding the Product & Service specified in the Order to the scope of the Products & Services under and subject to these General Conditions so that they apply in relation to the Order and the Product & Service specified in it. Notwithstanding anything to the contrary, each Order shall not constitute or take effect as a contract that is separate to the Contract.

The Customer acknowledges that Brigade may update these General Conditions from time to time upon notice, including for reasons set out in clause 2 below. Updates to these General Conditions are effective as of the date of posting, and Customer's acceptance of these updated terms and/or continued use of the Products & Services after any such update signifies its agreement to be bound by the updated General Conditions.

1. Definitions and Interpretation

- 1.1 The following definitions apply in these General Conditions. Terms used but not defined herein have the meanings given to them in (i) the Product & Service Conditions (as applicable); or (ii) the Order Form.

Affiliate: in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party from time to time, provided that, in respect of Brigade, this expressly excludes Brigade Holdings Limited.

Brigade: means Brigade Electronics Group PLC with registered office at Brigade House, The Mills, South Darenth, Kent, DA4 9BD, or its applicable Affiliate that is identified on an Order; except where Customer has ordered through a Reseller.

Business Day: a day other than a Saturday, Sunday or local statutory or public holiday observed in the jurisdiction of Brigade.

Business Hours: the period from 8:30 am to 5:30 pm on any Business Day.

Charges: the charges specified in the Order Form for the supply of the Products & Services, as well as any charges payable for any Subscription(s) and/or Sim & Hardware Connectivity Services.

Contract: means these General Conditions and the applicable Order(s).

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "Controls", "Controlled" and the expression "change of control" shall be construed accordingly.

Controller: as defined in the UK GDPR or EU GDPR, each as applicable.

Customer: means the customer identified in an Order. For greater certainty, the term "Customer" includes customers that have ordered through a Reseller.

Customer's Equipment: any portable or other electronic devices used by the Customer to access the Products & Services.

Customer Data: the data inputted into the Products & Services by or for any person that the Customer suffers or permits to use the Products & Services (including any End User) for any purpose, and the data ingested into the Products & Services from any device, software or service that the Customer or any other person suffered or permitted by the Customer (including any End User) integrates, connects or otherwise links with the Products & Services, including recorded video footage and vehicle telematic data.

Customer Data Obligations: include the obligation in clauses 5.3, 8.2(m) and 15.5 of these General Conditions, in addition to the other obligations of the Customer which are included in the definitions of the term 'Customer Data Obligations' (if any) in Brigade's other terms and conditions that are incorporated into the Order.

Data Allowance: the amount of data available per Sim Card to the Customer under the Order, as set out in the applicable Order Form.

Data Handling Particulars (or Data Processing Particulars): the data handling particulars set out in Annex 1 to these General Conditions, and/or incorporated in any Order.

Data Subject: as defined in UK GDPR or EU GDPR, each as applicable.

Deliverables: all documents and materials developed by Brigade or its agents, subcontractors or their respective personnel as part of or in relation to the Products & Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Documentation: the document(s) made available to the Customer by Brigade from time to time, which set(s) out any description(s) of the Products & Services and/or any user instructions for the use of the Products & Services.

End User: any employee, contractor, and other staff of the Customer who is specified by the Customer to Brigade in writing from time to time, any employee of the Customer who is specified in the Order Form (if the applicable Order Form provides space for the Customer to specify employees), or any person validly authorised by Brigade to use the Products & Services under the Order.

EU GDPR: the General Data Protection Regulation (EU 2016/679).

EULA: the end user licence agreement between the Customer and the relevant SaaS Provider governing the Customer's access to and use of the SaaS, as amended or updated from time to time in accordance with its terms, available at haloniq.com.

First Line Support: means the initial technical support provided by Brigade to the Customer in relation to the Customer's access to and use of the SaaS, including receiving, logging, categorising and investigating Support Requests and, where appropriate, escalating Support Requests to the relevant SaaS provider as further described in clause 6.6.

Force Majeure Event: any event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Order including an act of God, fire, flood, drought, storm, cyclone, tidal wave, lightning, earthquake or other natural disaster; war (declared or undeclared), insurrection, civil war, riot, civil disturbance or civil unrest, sabotage, blockage, vandalism, explosion, terrorist attack, military operations or imposition of sanctions; any acts or omissions (whether or not lawful) of any government or other appropriate body; interruption, breakdown, shortage or failure of machinery, equipment, supplies of power, fuel, water, transport, equipment or telecommunications service; market or other systemic failure; denial of service or malicious technological attack; interruption or failure of material(s) required for performance of the Order, trade blockage, priorities, restrictions (including of production or distribution), quarantines, licensing controls, sanctions or embargo; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving Brigade's or its suppliers' workforce.

General Conditions: these terms and conditions (as updated from time to time) available at haloniq.com.

Gross Negligence: any act or failure to act in breach of a duty of care that was intended to cause harm, or was in reckless disregard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act, but not

including an act or failure to act that constituted merely a lack of due care.

Handling: means to collect, create, use, disclose, Process (if applicable under the applicable Privacy Laws) access, store, handle and/or manipulate. "Handled", "Handles" and "Handle" shall be construed accordingly.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.

Insolvency Proceeding: means the occurrence of any of the following (or any analogous procedure or step): (a) as defined by applicable law, the party is unable (or is deemed unable) to pay its debts; (b) the party is the subject of a petition, resolution, order or any other step in relating to winding up, bankruptcy or equivalent proceedings; (c) the party stops, or threatens to stop, carrying on all or part of its business (except for the purposes of amalgamation, reconstruction or reorganization); (d) the party enters into a compulsory or involuntary liquidation, or a liquidator is appointed in relation to any of the party or its assets; (e) the party is the subject of a petition for an administration order or an application for such an order, or a notice of intention to appoint an administrator is given, or any other step is taken by any individual or entity with a view to the administration of the party under applicable law; (f) a moratorium is agreed or declared with respect to all or part of the party's debts; (g) the party enters, or proposes to enter, into any compromise or arrangement of its debts with or for the benefit of some or all of its creditors generally, or in respect of a particular type of its debts; (h) the party begins proceedings or negotiations, or proposes or agrees, to reschedule, readjust or defer its debts; (i) a liquidator, receiver, administrative receiver, administrator, manager or other similar officer is appointed in respect of the whole or any part of the party's assets; or (j) any legal proceeding, corporate action or other procedure or step is taken in connection with appointing an administrator, administrative receiver, receiver, liquidator, manager, trustee in bankruptcy or other similar officer in relation to the party of any of the party's assets.

Liability: any and all liability howsoever arising including out of, or in connection with, a breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise. "Liable" and "Liabilities" shall be interpreted accordingly.

Order: the order for the SaaS and/or Products & Services that is documented by the Order Form and has been accepted by Brigade.

Order Form: any order form that is prepared using the Order Form Template in accordance with the Ordering Process, and setting out the SaaS and Products & Services selected by the Customer.

Ordering Process: means the process in clause 2.

Order Form Template: Brigade's template order form that applies to the SaaS and the relevant Product & Service as at the date when Brigade prepares such form pursuant to the Ordering Process, or such alternative form as may be specified or approved by Brigade.

Personal Information: refers to personal information or personal data, as applicable, each as defined under Privacy Law.

Privacy Breach: means the loss of, unauthorized access to or unauthorized disclosure of Personal Information. Such activity is unauthorized if it occurs in contravention to Privacy Law.

Privacy Laws: means all applicable federal, state or provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information including, without limitation, the Personal Information Protection and Electronic Documents Act, SC 2000, c 5, UK GDPR, EU GDPR, and the Data Protection Act 2018 (and regulations made thereunder) as amended, supplemented or replaced from time to time, as applicable.

Products & Services: Brigade products & services described and referred to in the Order Form which may consist of any particular product (which may include computer program(s), software and/or SIM card(s)) and any particular service (which may include software as a service and/or connectivity services, including the Sim & Hardware Connectivity Services), which Brigade is willing to provide and/or resell to the Customer in its own name and on its own account, and, for the avoidance of doubt, excluding any Subscriptions.

Processing: as defined in UK GDPR or EU GDPR, each as applicable, and the related terms "Processed", "Processes" and "Process" shall be construed accordingly.

Processor: as defined in UK GDPR or EU GDPR, each as applicable.

Reseller means a reseller authorized by Brigade to resell the SaaS and/or Products & Services to customers.

Brigade Provider: has the meaning given in clause 3.1 and for clarity, includes any Sim & Hardware Connectivity Services Provider specified in an Order.

Purchase Order: a purchase order submitted by the Customer from time to time during the Subscription Term specifying the number of Units to be added to the Subscription, which shall be subject to the Charges and other terms set out in the applicable Order and Contract.

SaaS: means the software-as-a-service platform known as Haloniq SaaS and/or any other software-as-a-service platform that Brigade resells or may resell as Subscriptions from time to time, as indicated on a relevant Order, whether together with or separately from Brigade Products and Services.

SaaS Provider: the provider of the SaaS as indicated in an Order.

Sim & Hardware Connectivity Privacy Policy: the current version (as updated by the relevant Sim & Hardware Connectivity Services Provider from time to time) of such provider's Privacy Notice for the Sim & Hardware Connectivity Services, being the Privacy Notice(s) published at the URL(s) specified in the Order Form.

Sim & Hardware Connectivity Services: means the supply of a number of Sim Card(s) (up to but not exceeding the number specified in the Order Form) and/or the provision of mobile telecommunications connectivity airtime and data usage services.

Sim & Hardware Connectivity Services Provider: Such provider(s) as specified in the Order Form.

Sim & Hardware Connectivity Terms and Conditions: the current version (as updated by each relevant Sim & Hardware Connectivity Services Provider from time to time) of such provider's standard terms and conditions for the Sim & Hardware Connectivity Services, being the terms and conditions published at the URL specified in the Order Form.

Subscription: means the subscription for access to and use of the SaaS purchased from Brigade by the Customer in accordance with the applicable Order, under which the Customer may add vehicles during the Subscription Term by submitting Purchase Orders in accordance with the terms of the Contract.

Subscription Term: means the term of the Subscription as set out in the Order.

Support Request: means a request for technical assistance relating to the SaaS submitted by the Customer to Brigade in accordance with the applicable support procedures of the SaaS Provider.

UK GDPR: the General Data Protection Regulation (EU 2016/679) as incorporated into and amended by UK legislation.

Unit(s): a vehicle/asset making use of the SaaS.

Virus: any thing or device (including any software, code, file or computer program), including worms, trojan horses, viruses and other similar things or devices, which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in

whole or part or otherwise); or adversely affect any user experience.

Vulnerability: any weakness in any service or software or hardware components that, when exploited, results or may result in any negative impact to confidentiality, integrity, operation or availability of the Products & Services or any data handled by them, and the term “Vulnerabilities” shall be construed accordingly.

1.2 Except where expressly stated to the contrary, the following rules of interpretation set out in this clause 1.2 apply in the Contract (including any Order Form), and each of Brigade’s standard terms and conditions that are incorporated into any Order Form.

- (a) Clause, schedule and paragraph headings shall not affect the interpretation of the terms and conditions set out therein.
- (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) A reference to legislation or a legislative provision shall include all regulations made from time to time under that legislation or legislative provision.
- (d) 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. Ordering process

2.1 Brigade shall have no obligation to accept any Order Form submitted to it. No Order shall enter into force, be legally binding or have any other effect unless the Order Form has been signed by the authorised representatives of both parties to it, and accepted in writing by Brigade following the signature of the Customer’s authorised representative;

2.2 If Brigade changes the Order Form Template after the date on which Brigade submits the draft Order Form and on or before the date of acceptance in accordance with clause 2.1, Brigade may require adjustment or replacement of the Order Form so that it is equivalent to the revised version of the Order Form Template.

2.3 The Customer shall, with effect on and from the date when each Order is accepted by Brigade, pay the Charges specified in such Order in accordance with the Contract. The Customer’s obligation shall continue until the expiry of the term specified in the Order, unless such term is ended earlier in accordance with the Contract.

2.4 Where the Order Form specifies that the Sim & Hardware Connectivity Services are required, the Customer agrees that the Sim & Hardware Connectivity Services Terms and Conditions are incorporated into and form part of the

Order and shall apply to the Sim & Hardware Connectivity Services (as to be provided by the relevant Sim & Hardware Connectivity Services Provider). As a condition of the Order, the Customer agrees that:

- (a) it shall comply (and shall procure that each person it suffers or permits to use a Sim Card or the Sim & Hardware Connectivity Services, including any End Users, shall comply) with the Sim & Hardware Connectivity Terms and Conditions on the basis that such terms and conditions apply between the Customer and the relevant Sim & Hardware Connectivity Services Provider; and
- (b) as between Brigade and the Customer, Brigade is entitled to enforce the Customer’s obligations under, and to benefit from and enforce the Sim & Hardware Connectivity Services Provider rights and remedies under, the Sim & Hardware Connectivity Terms and Conditions as if Brigade was party to each contract between the Customer and the relevant Sim & Hardware Connectivity Services Provider.

2.5 The Customer acknowledges and agrees that Brigade has the right to change the Sim & Hardware Connectivity Service Provider, and if Brigade exercises such right:

- (a) that may result in a change of telecommunications network provider(s) and/or change to or replacement of Sim Cards and/or change to settings on any or all relevant Unit devices and/or change to the Subscriptions and/or SaaS and/or their settings;
- (b) upon such change or replacement taking effect, the term “Sim & Hardware Connectivity Services” in these General Conditions shall be deemed to refer to the services as defined and specified in the changed or replacement provisions;
- (c) the Customer shall apply, or procure and facilitate, as instructed by Brigade, any changes to or replacement of any Sim Cards and/or Unit devices and/or SaaS and/or any settings of the foregoing;

2.6 Notwithstanding that the Sim & Hardware Connectivity Services Provider provides the Sim & Hardware Connectivity Services to the Customer (and not Brigade), the Customer acknowledges that, under the terms and conditions of Brigade’s contract with each relevant Sim & Hardware Connectivity Services Provider, a minimum contract duration of twelve (12) months may apply, and Brigade is obliged to pay out charges to the Sim & Hardware Connectivity Services Provider (as collected by Brigade on behalf of the Sim & Hardware Connectivity Services Provider) throughout each such contract period (including charges for set-up as well as other charges), whether or not the relevant Sim Card and/or Sim & Hardware Connectivity Services are used by Customer. The Customer agrees that if any Sim Card is lost, damaged or

for any other reason it and/or the Sim & Hardware Connectivity Services are not used or usable due to any cause other than an act or omission of Brigade or the Sim & Hardware Connectivity Services Provider, the Customer shall be responsible and liable to pay in full all of the set-up Charges and all of the other Charges relating to such Sim Card and Sim & Hardware Connectivity Services, whether or not the Sim Card is found, repaired, used or usable for all or part of such period of time, and whether or not the Sim & Hardware Connectivity Services are used or usable for all or part of such period of time.

2.7 The provision of the Sim & Hardware Connectivity Services by the Sim & Hardware Connectivity Services Provider is subject at all times to the Customer having sufficient and appropriate Data Allowance required (where applicable) to use the Sim & Hardware Connectivity Services.

3. Suppliers, sub-contractors and delegation

3.1 The Customer agrees that Brigade may at any time change the third party service provider from which Brigade obtains, or to which Brigade sub-contracts or otherwise delegates supply or performance of, or on which Brigade relies on to supply or perform, any of the Products & Services or any part of them (or any replacement or similar such products and/or services) (each a “**Brigade Provider**”), and that from time to time the terms and conditions upon which any Brigade Provider supplies or performs for Brigade may change.

3.2 The Customer acknowledges and agrees that any such change of Brigade Provider or the terms and conditions on which it supplies or performs for Brigade may result in a change to or replacement of the General Conditions (or any other terms and conditions of Brigade that are incorporated into any relevant Order) to take account of the related change to or replacement of the terms and conditions that apply between Brigade and its new Brigade Provider.

4. Infrastructure and communications

4.1 The Customer acknowledges and agrees that Brigade uses and relies on third-party Brigade Providers (including providers of telecommunications, maintenance, technology development, electrical power, computing hardware, hosting, app marketplaces, apps, Software as a Service and computing services) to enable it to provide the Products & Services, and that such products and/or services and supply and performance by Brigade Providers shall not be uninterrupted and shall not operate free from error, fault or defect. In particular, in respect of telecommunication service, the Customer recognises that there may be areas and time periods in which such coverage is slower or unavailable and as such Brigade is not liable for any failure, delay or error in delivery in the Products & Services nor for any consequential losses arising from such circumstances.

4.2 In the event that any supplies or services from any Brigade Provider(s) are unavailable or fail to perform in accordance with their specifications or without error, fault or defect at any time during the continuance of the Order, Brigade's responsibility to the Customer shall be limited to Brigade exercising its rights (if any) under its contract with the relevant Brigade Provider by requesting that the Brigade Provider resume the availability of the relevant supplies or services or (as applicable) provide a workaround or fix to resolve to the failure to perform and so that the relevant supplies or services operate in accordance with their specifications.

5. Products & Services

5.1 The provision of the Products & Services is subject at all times to: (i) the Customer having and procuring (or, if such is included in the scope of the particular Products & Services, the Brigade Providers providing) sufficient and appropriate connectivity services (including bandwidth, signal reception, data coverage, signal and service quality, and usage allowances) for the Customer and its End Users to use the Products & Services; and (ii) the adequacy of the Customer's Equipment. The Customer recognises that there may be areas and time periods in which the foregoing are (for example) slower or unavailable and as such Brigade is not Liable for any unavailability, failure, delay or error in delivery in the Products & Services or their operation nor for any consequential losses arising from such circumstances.

5.2 Brigade will, as part of the Products & Services and at no additional cost to the Customer, provide the Customer with Brigade's standard customer support services during Business Hours. Brigade may charge for customer support services that are in excess of Brigade's standard support, as determined by Brigade.

5.3 The Customer acknowledges and agrees that the Products & Services do not include any data storage services (unless specified in the relevant Order, and then only to the extent so specified) and do not include any back up services. Customer is responsible for making any and all back ups of any data, including Customer Data, as required.

5.4 The Customer acknowledges and agrees that it shall be legally responsible for any use of any data (including Customer Data) by the Customer or any person that it permits to use the Products & Services (including End Users).

5.5 If the Customer requires any change to the Products & Services in an applicable Order and there are any additional Charges resulting from or in connection with such change, such change shall be effected by a new Order Form. If the Customer requires any change to an applicable Order or the Products & Services under it and there are no additional Charges resulting from or in connection with such change, such change shall be effected in writing in accordance with clause 20.2 of these General Conditions. If the Customer or any person authorised by it uses the relevant Products & Services after any such change is applied in or to such Products

& Services (or part of them) the Customer shall be deemed to accept the relevant change.

6. SaaS and Subscriptions

6.1 Subject to the Customer's compliance with the Contract, the EULA and payment of the applicable Charges that may apply in respect of the Subscription(s), Brigade shall procure that the Customer is provided with access to the relevant SaaS during the relevant Subscription Term.

6.2 The Customer acknowledges and agrees that:

- (a) the SaaS is hosted and operated by the relevant SaaS Provider. Brigade does not itself host or operate the SaaS and does not grant the Customer any licence or other right to the underlying software or platform;
- (b) the Customer's access to and use of the SaaS is subject to the relevant EULA between the Customer and the relevant SaaS Provider. The Customer shall at all times comply with the relevant EULA as a condition of its right to access and use the relevant SaaS;
- (c) the scope of the Customer's Subscription, including the applicable Charges, Subscription Term and number of Units included in the Subscription, shall be set out in the applicable Order;
- (d) the Customer's right to access and use the relevant SaaS is conditional upon:
 - (i) the Customer maintaining a valid Subscription under the relevant Contract; and
 - (ii) the Customer complying with the relevant EULA.

6.3 Brigade shall not be responsible for granting the Customer any Intellectual Property Rights in the relevant SaaS. Any licence or other rights relating to the Customer's use of the relevant SaaS are granted by the SaaS Provider pursuant to the relevant EULA.

6.4 The SaaS is hosted and operated by the relevant SaaS Provider and its availability and performance is subject to the applicable service levels and exclusions as set out in the EULA or the relevant SaaS Provider's service levels.

6.5 Brigade shall provide First-Line Support to the Customer during Business Hours in accordance with these General Conditions and the applicable SaaS Provider's standard support policies. Brigade's First-Line Support shall include:

- (a) receiving and logging Support Requests from the Customer;
- (b) providing initial assistance and troubleshooting in relation to the Customer's use of the SaaS;
- (c) identifying and categorising technical issues;

- (d) resolving Support Requests that can reasonably be resolved by Brigade without requiring access to or intervention by the relevant SaaS Provider;
- (e) providing the Customer with reasonable information and updates regarding the status of Support Requests; and
- (f) escalating Support Requests to the SaaS Provider where Brigade is unable to resolve the issue or where the issue requires access to, or intervention by, the SaaS platform or the SaaS Provider's technical infrastructure.

6.6 The SaaS Provider shall be responsible for providing second-line and third-line technical support in respect of the SaaS where a Support Request has been appropriately escalated by Brigade, and this will be subject to the terms of the relevant EULA.

6.7 To the fullest extent permitted by applicable law, Brigade gives no warranty, representation or guarantee, whether express, implied, statutory or otherwise, in respect of the SaaS, including as to:

- (a) its availability, uninterrupted or error-free operation or performance;
- (b) its merchantability or suitability for any particular purpose or the Customer's requirements;
- (c) its accuracy, reliability or completeness;
- (d) the absence of defects, errors, viruses or other harmful components;
- (e) its compatibility or interoperability with any Customer systems or third-party products or services.

6.8 The Customer's rights and remedies in respect of the functionality, performance and operation of the SaaS are as set out in the EULA and any applicable service level agreement between the Customer and the relevant SaaS Provider.

7. Brigade's obligations

7.1 Brigade shall supply the Products & Services to the Customer in accordance with the Contract and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Products & Services contrary to Brigade's instructions, or modification or alteration of the Products & Services by any party other than Brigade or Brigade's duly authorised contractors or agents. If the Products & Services do not conform with the foregoing undertaking, Brigade will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's

sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 Notwithstanding clauses 7.1 and 7.2, Brigade:

- (a) does not warrant that:
 - (i) the Customer's use of the Products & Services will be uninterrupted, error-free or available on a 24 hours a day, 365 days a year basis;
 - (ii) the Products & Services, the data or information obtained by the Customer through the Products & Services, or the usage, usability or performance of the Products & Services will remain unchanged or will meet the Customer's requirements;
 - (iii) the Products & Services will be free from Vulnerabilities or Viruses; or
 - (iv) Brigade or any Brigade Provider shall capture, transmit, store, retain, back up or preserve any Deliverables, Customer Data or End User data or any other data or information processed by, intended to be processed by, or relating to any Product & Service (or part thereof), vehicle or person.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data (including Customer Data and any data generated by or through use of the Products & Services) over communications networks and facilities, including but without limitation, the internet, and the Customer acknowledges that the Products & Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 Brigade shall use all reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time for performance by Brigade shall not be of the essence for the Order (or the Contract more generally).

7.5 Migration of Products & Services: During the term of an Order, Brigade may migrate Products & Services under an Order to an alternative service or technology or replace Brigade equipment used in the provision of such Products & Services as long as the alternative service or technology or equipment provides substantially similar functionality as the Products & Services and there is no material decrease in the level of security or data processing obligations of Brigade. Should this event occur, the definition of "Products & Services" will include the alternative service or technology for the purposes of the Contract. Brigade shall not be responsible if any changes in the Products & Services affect the performance of material, equipment or software other than Brigade equipment or cause such material, equipment or software to become

obsolete or require modification or attention. Brigade shall provide the Customer with at least 90 days notice of the migration and the Customer shall co-operate with Brigade to implement the migration.

8. Customer's Obligations

8.1 The Customer shall not use the Products & Services:

- (a) to facilitate illegal activity; or
- (b) in a manner that is unlawful, causes damage or injury to any person or property; or
- (c) for any fraudulent, illegal or unauthorised use; or
- (d) in a manner that damages or may damage the reputation of Brigade or causes Brigade to be Liable for any costs, losses, expenses, damages or suffer any Liability, and Brigade reserves the right, without Liability or prejudice to its other rights to the Customer, to suspend, without notice, the supply of the Products & Services and the performance of any of its other obligations under the Order (or the Contract more generally) for any breach of this clause 8.1.

8.2 The Customer shall:

- (a) ensure that each item of the Customer's Equipment is at all times in good working order and suitable for the purposes for which it is used in relation to the Products & Services, and is installed before the date on which the Products & Services are to start, and is at all times maintained and configured in accordance with needs of the relevant Products & Services and Brigade's requirements from time to time;
- (b) provide Brigade with:
 - (i) all necessary co-operation in relation to the Order (and the Contract more generally); and
 - (ii) all necessary access to such information as may be required by Brigade;

in order to provide the Products & Services;

- (c) provide accurate and complete information reasonably required for the provision of the Subscription and SaaS;
- (d) ensure that it and its authorised end users comply with the relevant EULA and other applicable documentation in relation to the SaaS;
- (e) ensure its systems, devices, connectivity and other technical environment meet any requirements notified by Brigade or the relevant SaaS Provider;
- (f) ensure that only End Users use the Products & Services and do so reasonably and in accordance

with this Contract, and that each End User shall not send or allow any malicious code or Virus access which could harm any Brigade software or systems or exploit or seek to exploit any Vulnerability. The Customer shall also adhere to any Brigade's fair usage policy which may apply from time to time;

- (g) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Brigade may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (h) appoint a Customer point of contact for the Products & Services as identified in the Order Form. That person shall have the authority to receive all notifications issued by Brigade under the Order and to contractually bind the Customer on matters relating to the Products & Services (including with respect to Brigade's invoices);
- (i) ensure that persons that the Customer permits to use the Products & Services (including End Users) use the Products & Services in accordance with the terms and conditions of the Order (or the other terms and conditions of the Contract) and shall be responsible for any breach of the Order (or the Contract more generally) by any such persons;
- (j) obtain and maintain all necessary licences, consents and permissions and, without affecting its other obligations under the Contract, comply with all relevant laws and regulations as required, to enable Brigade and any Brigade Providers to provide the Products & Services, in all cases before the date on which the Products & Services are to start;
- (k) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links in order to use the Products & Services as intended;
- (l) ensure that any usage policy or other related guidance or instructions from Brigade are provided to all End Users; and
- (m) be solely responsible, at all times prior to the expiry or termination of the applicable Order and the provision of the Products & Services, for exporting, storing and backing up all Deliverables, Customer Data, End User data and other data or information that is Handled by or use the Products & Services and that it wishes to access or keep.

8.3 If Brigade's performance of its obligations under the Order (or the Contract more generally) is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Brigade shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer 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 Brigade sustains or incurs that arise directly or indirectly from such prevention or delay.

9. Data Protection

9.1 This clause 9 applies if any Product & Service Conditions include a definition of the term 'Data Handling Particulars'. If this clause 9 applies, it is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Privacy Law.

9.2 The Data Handling Particulars set out the scope, nature and purpose of such Handling by Brigade and applicable sub-Processors, the duration of such Handling and the types of Personal Information and categories of persons. Customer acknowledges that for the purposes of the UK GDPR and the EU GDPR, each if applicable, Customer is the Controller and Brigade is the Processor in respect of the in scope Personal Information set out in the Data Handling Particulars. In relation to other Personal Information, Brigade is a Controller, and each Brigade Provider is a Controller, as applicable.

9.3 The Customer is responsible for ensuring that the instructions and factual particulars in the Data Handling Particulars are complete, accurate and kept up to date. The Customer warrants, as a continuing warranty that is repeated on each day throughout the continuance of the applicable Order, that the Data Handling Particulars (together with this clause 9) state the complete, accurate, up-to-date and final instructions of the Customer to Brigade in relation to the Handling by Brigade of Personal Information.

9.4 The Customer agrees that it shall not require Brigade to provide new or changed functionality or other changes to the Products & Services.

9.5 The Customer acknowledges and agrees that any further or additional instructions which are outside the scope of the standard Data Handling Particulars or this clause 9 shall require or be subject to (1) additional terms and conditions and Charges, (2) prior written agreement between the parties, and/or (3) prior approval from, or prior written agreement between Brigade and, any relevant sub-processor(s) used by Brigade to Handle any Personal Information.

9.6 The Customer will ensure that it has obtained all necessary consents for the collection of Personal Information, including location data. The Customer will further ensure that it has all necessary and appropriate consents, legal bases, exceptions and notices in place including, but not limited to, privacy and CCTV notices provided to its employees and other relevant persons, to ensure that the transfer of the Personal Information to Brigade and the Handling of it by or for Brigade,

for the duration of the Order and the purposes stated in the Data Handling Particulars, shall be lawful. The Customer agrees to comply with its obligations as a Controller under Privacy Law.

9.7 Brigade shall, in relation to any Personal Information Handled in connection with the performance by Brigade of its obligations under the Order:

- (a) ensure that it has in place appropriate technical and organisational measures to protect Personal Information;
- (b) (to the extent that the Personal Information is only accessible to Brigade and is not accessible to the Customer or any End User) assist the Customer, at the Customer's cost, in responding to any request from a person in exercise of their privacy rights under Privacy Law;
- (c) Subject to clause 8.3, Handle Personal Information only on the documented written instructions of the Customer which are set out in the Data Handling Particulars unless Brigade is required by Privacy Laws to otherwise Process that Personal Information;
- (d) if required by applicable Privacy Laws, not host the Products & Services outside of the UK, members states of the European Union, or any locations which are adequate for the purposes of the UK GDPR or the EU GDPR, each as applicable, (locations outside those jurisdictions being "**Third Countries**" and each being a "**Third Country**") and not knowingly transfer any Personal Information in contravention of the foregoing, but the Customer acknowledges and agrees that: (i) the use of the Products & Services by the Customer or any End Users may result in the Products & Services being used to transfer Personal Information, by way of export or download instigated by the Customer or any End User, to any Third Country; and (ii) the Customer shall be responsible for ensuring that appropriate safeguards for the purposes of the UK GDPR and EU GDPR, each as applicable, are in place in relation to Personal Information that is transferred to any Third Country, before such transfer takes place;
- (e) (to the extent that compliance by the Customer is not possible without assistance from Brigade) provide the Customer with the following reasonable assistance for the purpose of compliance with Privacy Law:
 - (i) information about the cause of any Privacy Breach on the Products & Services, and the scope of Personal Information affected by such Privacy Breach;

- (ii) contribute, at the Customer's cost, to any assessment or consultation relating to the Products & Services;
- (iii) provide single factor authentication using username and password for End Users to log in to the Products & Services;
- (iv) the Products & Services present an authenticated user with access to Personal Information within the Customer's account, not within the account(s) of other customers of Brigade; and
- (v) encryption technology is used.
- (vi) notify the Customer without undue delay on becoming aware of a Privacy Breach affecting the Products & Services;
- (vii) at the written direction of the Customer, delete Personal Information and copies thereof from the Products & Services upon expiry or termination of the Order unless required by applicable law to store the Personal Information (but the Customer acknowledges that Brigade shall have no obligation to return such Personal Information because it shall be accessible to the Customer, and the Customer shall be solely responsible for discharging the Customer Data Obligations); and
- (viii) maintain records and information to demonstrate its compliance with this clause 9 and (at the Customer's cost and expense) allow for audits by the Customer or the Customer's designated auditor on reasonable notice and conducted remotely during Brigade's normal business hours without access to the premises, networks or devices used by Brigade.

9.8 The Customer consents to Brigade engaging any third party vendor, contractor or service provider ("**Subprocessor**") for the purpose of Handling Personal Information in connection with its Products & Services, and in particular the third parties specified in the Data Handling Particulars. The Customer hereby grants Brigade general authorisation to change Brigade's Subprocessors, as necessary.

10. Intellectual Property

10.1 The Customer acknowledges and agrees that Brigade and/or its licensors own all Intellectual Property Rights in the Products & Services, Deliverables and the Documentation. Except as expressly stated in the Order, the Customer is granted no rights to, or in, and shall not enjoy the benefit or

use of (or permit any other person so to enjoy) any Intellectual Property Rights or any other rights or licences in respect of the Products & Services, Deliverables or the Documentation.

- 10.2 Without prejudice to the generality of this Clause 10, the Customer shall own all rights, title and interest in and to all of the Customer Data. The Customer hereby grants to Brigade the right to use such Customer Data and any data generated by or through use of the Products & Services to the extent necessary to provide or improve the Products & Services.

11. Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless Brigade against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of the Contract, EULA, abuse or misuse of the Products & Services and/or Documentation, including claims sustained by or made against Brigade arising out of or in connection in any way with the inability of the Customer, the End User, or any other person to use the Products & Services, or any failure or interruption to the Products & Services and/or Subscriptions, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) Brigade provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

12. Charges and payment.

- 12.1 In consideration of the provision of the Subscription and/or Products & Services by Brigade, the Customer shall pay the Charges.
- 12.2 The applicable Charges for the Subscription shall be calculated on a per-Unit, per-month basis, at the rate specified in the Order. The Order sets out the initial Subscription purchased by the Customer and the applicable commercial terms. It does not commit the Customer to any minimum or fixed number of Units unless expressly stated otherwise.
- 12.3 The Customer may add Units to the Subscription during the Subscription Term by submitting a Purchase Order to Brigade specifying the number of additional Units to be added.
- 12.4 Each Purchase Order accepted by Brigade shall constitute an additional order for the relevant number of Units and shall form part of the Subscription under the Contract. Such acceptance by Brigade will be subject to acceptance first by the relevant SaaS Provider.
- 12.5 Each such Purchase Order shall be subject to the terms of the applicable Order and, once accepted, shall increase the

number of Units covered by the Subscription by the number specified in that Purchase Order.

- 12.6 Charges for each additional Unit shall be payable at the applicable per-Unit rate specified in the Order and shall apply from the date on which the relevant Unit is uploaded by the installer to the Installation App and added by the relevant Customer Service Engineer (CSE) to the SaaS platform. Unless otherwise agreed in writing, Charges shall be payable monthly in advance.

- 12.7 A Purchase Order shall not amend, replace or otherwise modify a Contract or the EULA, unless expressly agreed in writing by Brigade and, where applicable, the relevant SaaS Provider.

- 12.8 Any terms contained in a Customer Purchase Order or other Customer procurement documentation which are inconsistent with or purport to amend these General Conditions or the Contract, shall not apply.

- 12.9 Brigade may elect to increase all or any of the Charges with effect from 1 February each year, and Brigade shall give the Customer no less than one month's prior notice in writing of the proposed changes.

- 12.10 The Customer shall pay each invoice submitted to it by Brigade by the end of the month immediately following the month of invoice.

- 12.11 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Brigade any sum due under the Order (or the Contract more generally) on the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 12.11(a) will accrue (both before and after judgment) on the amount unpaid at the highest rate allowed by law, until payment in full is made (for the purposes of calculating interest any part of a month being treated as a full month); and
- (b) Brigade may suspend all or part of the Products & Services and any other of its obligations under the Order and/or Contract until payment has been made in full (including all accrued interest).

- 12.12 Brigade may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Brigade to the Customer.

- 12.13 Brigade shall be entitled to invoice the Customer for, and the Customer shall pay, amounts in addition to the Charges:

- (a) if the Customer exceeds any Data Allowance;
- (b) for delivery of Sim Card(s) to the Customer;

- (c) if any additional charges apply under the Sim & Hardware Connectivity Services Terms and Conditions (including, without limitation, any early termination fees, Sim Card charges, administration fees, roaming charges (even if Customer has not signed up for roaming in the specific jurisdiction which roaming occurred or with the specific network operator providing roaming service, or call/message charges);
- (d) if any additional charges apply to Brigade under its contract(s) with any relevant Brigade Provider or the Sim & Hardware Connectivity Services Provider (including, without limitation, any early termination fees or charges for usage or new functions);
- (e) any other additional charges that may apply to or arise in connection with the provision of the Sim Cards and/or Sim & Hardware Connectivity Services from time to time.

12.14 Any Charges paid in advance are non-refundable, and the Customer shall not be entitled to any repayment, refund, credit or other reimbursement of such Charges, whether as a result of non-use, early termination, suspension or cancellation of any Order, Subscription or the Contract, or any other circumstance, except as otherwise provided in clause 15.4(e) or as required by applicable law.

12.15 All sums payable to Brigade under the Order (and the Contract more generally) are exclusive of applicable taxes. Customer shall pay the sums set out in the applicable Order, plus any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, and similar taxes levied or assessed by any local and/or governmental authority (collectively, "Taxes"). Any applicable Taxes shall be computed based on the Customer's address listed on the applicable Order and Customer confirms that Brigade can rely on the sold-to name and address set forth in the Order as being the place of supply for sales tax purposes.

12.16 The Customer is responsible for paying all Taxes associated with the Products & Services, unless the Customer is entitled to an exemption or reduction from the payment of any Taxes, for which the Customer shall promptly provide Brigade with legally sufficient documentation or certification for each tax jurisdiction for which it claims an exemption or reduction of Taxes.

12.17 All fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.18 All fees charged by the Customer's bank and/or payment service provider(s) for remitting funds in payment of any Charges shall be borne by the Customer.

13. Limitation of liability

13.1 The limitation of liability set out in this clause 13 apply to every liability, except for Customer's payment obligations, arising

under or in connection with the Contract, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2 Nothing in this Contract shall limit or exclude Brigade's or the Customer's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees;
- (b) Gross Negligence or willful misconduct, including fraud or fraudulent misrepresentation;
- (c) indemnification obligations under this Contract; or
- (d) any other liability which cannot be limited or excluded by applicable law.

13.3 Subject to clause 13.2:

- (a) in no event, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever, will either party be liable to the other under this Contract for: (i) any indirect, consequential, incidental, exemplary, punitive or special damages; or (ii) for any damages, whether direct, indirect, consequential, incidental, exemplary, punitive or special, characterized as lost revenue, lost savings, lost profits, loss of business or business opportunities, business interruption, loss as a result of claims of End Users, loss of goodwill, loss of business information, or any other damages or loss that does not constitute direct damages as set out in clause ; even if such party has been advised of the possibility of such damages in advance. Regardless of whether such losses are deemed to be direct or indirect damages, Brigade shall not be liable to Customer for any loss of, corruption of or damage to data, and Customer is responsible for the backup of its data; and
- (b) Brigade's total liability to the Customer arising under or in connection with the Products & Services will be limited to an amount no greater than six (6) months Charges under the applicable Order;

13.4 Except as expressly and specifically provided to the contrary in the Order:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Products & Services and the Documentation by the Customer or any person that the Customer suffers or permits to use the Products & Services (including End Users), and for conclusions drawn from such use. The Brigade shall have no liability for any damage caused by errors or omissions in any Documentation, information, instructions, etc., provided to Brigade by the Customer in connection

with the Products & Services, or any actions taken by Brigade at the Customer's direction; and

- (b) the Products & Services and any Deliverables and Documentation are provided to the Customer on an "as is" basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Order (and the Contract generally), including without limitation, any implied warranties of merchantability, non-infringement and fitness for a particular purpose.

13.5 The Customer acknowledges and agrees that Brigade shall not be responsible nor have any Liability for any delay or failure to provide the Products & Services to the extent that it arises out of or is contributed to by:

- (a) any failure of the infrastructure, software, computer systems or network systems used by the Customer and not provided by Brigade; or
- (b) any faults, failures, connections or defects from a third party supplier of Brigade, including, without limitation, IT security breaches, data breaches, cyber-attacks (including ransomware and hack attacks), transmission of Viruses, data connectivity problems, service degradation and slow systems due to high usage; or
- (c) the improper use or operation by or for the Customer of the Products & Services; or
- (d) the use of the Products & Services by or for the Customer in breach of the Contract (including the Order); or
- (e) the fraudulent, illegal or unauthorised use of the Products & Services by or for the Customer; or
- (f) failure or cessation of business of any of Brigade Providers.

13.6 The Customer acknowledges and agrees that the SaaS is developed, hosted, operated and maintained by the relevant SaaS Provider and that Brigade has no control over the development, hosting, operation, maintenance, availability, performance, functionality or security of the SaaS. To the fullest extent permitted by applicable law, Brigade shall have no liability whatsoever to the Customer arising out of or in connection with:

- (a) the availability, functionality, performance or operation of the SaaS;
- (b) any error, defect, interruption, unavailability or failure of the SaaS;
- (c) any loss of, corruption of or unauthorised access to the Customer's data or information arising from the SaaS or the relevant SaaS Provider's provision or operation of the SaaS;

- (d) any failure of the SaaS to meet the Customer's requirements or to be suitable for any particular purpose;
- (e) any suspension, restriction or termination of the Customer's access to the SaaS by the relevant SaaS Provider in accordance with the EULA;
- (f) any act or omission of the relevant SaaS Provider or any third-party provider involved in the provision, hosting or operation of the SaaS; or
- (g) any other matter relating to the SaaS or the relevant SaaS Provider's provision of the SaaS.

13.7 The Customer's rights and remedies in respect of the SaaS, including any claims relating to its availability, functionality, performance, security or operation, shall be exclusively as set out in the EULA and any applicable service level agreement between the Customer and the relevant SaaS Provider.

14. Termination and Suspension

Unless otherwise set out in the applicable Order:

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract (or the applicable Order) with immediate effect by giving notice to the other party in accordance with these General Conditions if:

- (a) The other party commits a material breach of any term or condition of the Contract and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in accordance with these General Conditions to do so; or
- (b) the other party (i) enters bankruptcy or insolvency proceedings; (ii) or suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (iii) is unable to pay its debts as they become due.

14.2 Without affecting any other right or remedy available to it, Brigade may in its sole discretion (i) suspend providing any Product & Service; or (ii) suspend or terminate the Contract or any part thereof (including any Order), or (iii) suspend or terminate any Subscription, with immediate effect by giving notice to the Customer in accordance with these General Conditions if:

- (a) the Customer or any person that the Customer permits to use the Products & Services (including any End User), breaches any term of the Contract (including any Order), or in Brigade's view the breach is incapable of remedy or (if such breach is in Brigade's view remediable) the Customer fails to remedy the breach within fourteen (14) days of being notified in writing to do so;
- (b) the Customer fails to make payment of the Charges specified in the applicable Order when due;

- (c) the Customer's financial position deteriorates to such an extent that in Brigade's opinion the Customer's capability to adequately fulfil its obligations under the Contract (including any Order) has been placed in jeopardy;
- (d) the Customer enters an Insolvency Proceeding;
- (e) there is a change of Control of the Customer;
- (f) any Brigade Provider terminates or suspends any services (as a whole, or relating to any Products & Services) relied upon by Brigade for providing the Products & Services, including due to any act or omission by the Customer or any person that the Customer permits to use the Products & Services (including any End User);
- (g) the Customer breaches clause 29 of these General Conditions (Modern Slavery and Anti-Bribery & Corruption).

14.3 This General Conditions and the applicable Order set out Customer's sole right to terminate the Contract (or the applicable Order) and the Customer has no other rights to terminate the Contract.

14.4 Without prejudice to Brigade's right to terminate the Contract (or the applicable Order) in whole or in part, as provided for under applicable law, Brigade may in addition thereto terminate the Contract (or the applicable Order) in accordance with this clause 14.

15. Consequences of termination

15.1 On termination (or expiry) of the Contract, howsoever arising, each Order then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Order, unless terminated earlier in accordance with the terms of such Order. The terms of the Contract will continue to apply to such Order for the remainder of its term.

15.2 The termination of any Order shall not affect any other Orders or the Contract.

15.3 Termination of the Contract (or any Order) 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 breaches of the agreement which existed at or before the date of termination.

15.4 On termination of the Contract (or the applicable Order):

- (a) the Customer shall immediately cease all use of the Products & Services and the Documentation and ensure that all persons that the Customer permits to use the Products & Services (including End Users) cease all such use;
- (b) the Customer's Subscription(s) shall terminate and the Customer's right to access and use the relevant SaaS shall cease;
- (c) the Customer shall immediately pay to Brigade all Charges up to the effective date of the

termination, including any outstanding unpaid sums (notwithstanding any period of credit which may have been agreed), together with any accrued interest under clause 12.11(a). Brigade may submit an invoice, in respect of the Products & Services supplied but for which no invoice has been submitted, which shall be payable immediately on receipt; and

(d) Brigade may destroy or otherwise dispose of any Customer Data (and any data generated by or through use of the Products & Services) hosted or stored as part of the Products & Services or otherwise in its possession.

(e) Brigade shall refund to the Customer any Charges prepaid by the Customer in respect of Products & Services that have not been performed, used, or accessed as of the effective date of termination, calculated on a pro rata basis. Any such refund shall be paid within thirty (30) days of the effective date of termination.

15.5 Upon the expiry or termination of the Order, Brigade shall have no responsibility to retain, and may permanently delete or destroy (or permit the permanent deletion or destruction of) any data or information (including Deliverables, Customer Data, any data generated by or through use of the Products & Services, and End User data and excluding Personal Information) provided by the Customer or any person that the Customer permits to use the Products & Services (including any End User), or acquired or used by the Customer or any person that the Customer suffers or permits to use the Products & Services (including any End User), or processed by any of the Products & Services. It is the Customer's responsibility, at any time prior to each such expiry or termination, to export from the Products & Services and store separately, any Deliverables, Customer Data, End User data and other data or information it wishes to access or keep.

15.6 On termination of the Contract, the following clauses shall continue in force: clause 1 (Definitions and Interpretation), clause 13 (Limitation of liability), clause 15 (Consequences of termination), clause 16 (Confidentiality), clause 31 (Governing law), and clause 32 (Jurisdiction), and any other clause by its nature or import that is intended to survive, will survive.

16. Confidentiality

16.1 In connection with this Contract, "**Confidential Information**" means all information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), in whatsoever form or media, whether communicated visually, orally, electronically, in writing or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes, but is not limited to, any data or information that relates to either party or any of either party's existing or contemplated business activities, technology, developments, software, methods, trade secrets, and clients, where such data

or information is not otherwise publicly available. For clarity, Confidential Information of Brigade includes the terms of this Contract, pricing, any details relating to the Product & Services and any details relating to Brigade's and its Affiliates' contractors, sub-contractors and suppliers and their respective performance and compliance.

16.2 Notwithstanding the foregoing, Confidential Information is deemed not to include information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no act or omission of the Receiving Party; (iii) is rightfully communicated to the Receiving Party by persons that, to the best of the Receiving Party's knowledge, are not bound by confidentiality obligations with respect thereto; (iv) is already in the Receiving Party's possession free of any confidentiality obligations with respect thereto; (v) is independently developed by the Receiving Party without use of any Confidential Information; or (vi) is approved for release or disclosure by the Disclosing Party in writing without restriction.

16.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, officers or advisers (and Brigade may disclose the customer's Confidential Information to its contractors, subcontractors or suppliers) who have a need to know such information for the purposes of exercising its rights or carrying out its obligations under or in under the Contract. Each party shall ensure that its employees, officers, contractors, subcontractors, suppliers or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause 16, or are party to an agreement that requires them to comply with substantially obligations as those set out in this clause 16. The Receiving Party may also disclose Confidential Information as may be required (but only to the minimum extent required) by applicable law, by a court of competent jurisdiction, by any governmental or regulatory authority; in each case subject to the Receiving Party informing the Disclosing Party in advance of any such disclosure.

16.4 Notwithstanding the foregoing or any other provision of this Contract, each party may retain electronic copies of the other party's Confidential Information that have been made in the normal course of business, which shall continue to be subject to the obligations of confidentiality set out in clause 16.

16.5 The Customer shall be responsible for all acts and omissions of its employees and other staff and persons who receive or obtain Confidential Information from or via the Customer.

17. Force majeure

17.1 If Brigade is prevented, hindered or delayed in or from performing any of its obligations under the Contract (or any Order) or otherwise making the Products & Services available to the Customer by a Force Majeure Event or the performance of Brigade's obligations becomes materially more expensive as a result of a Force Majeure Event, Brigade shall not be in breach of the Contract (or the applicable Order) or otherwise

liable for any failure or delay in the performance of such obligations.

17.2 Brigade shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Customer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.3 For the avoidance of doubt the Charges shall continue to be payable in full by the Customer during any Force Majeure Event.

17.4 If the Force Majeure Event affects Brigade's performance of its obligations under an Order for a continuous period of more than four (4) weeks, if (1) the Customer has first met with Brigade and considered means proposed by Brigade by which Brigade may perform its obligations under the Order notwithstanding the Force Majeure Event, or (2) Brigade reasonably concludes and has notified the Customer that no such means are viable, in such circumstances the Customer shall be entitled to terminate the applicable Order by written notice to Brigade.

17.5 If performance by Brigade of its obligations under the Order is affected by a Force Majeure Event, Brigade may, at its sole discretion, delay the performance of the Products & Services or cancel the whole or any part of the Contract or the Products & Services being provided thereunder, and Brigade shall bear no liability to the Customer in respect of such early cancellation.

18. Assignment and other dealings

18.1 The Customer shall not assign, transfer, charge, subcontract, sub-licence, share use or benefit of, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract (including any Order).

18.2 Brigade may at any time assign, transfer, mortgage, charge, subcontract, sub-licence, share use or benefit of, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract (including any Order).

19. Entire agreement

19.1 The Contract (as varied from time to time) constitutes the entire agreement between the parties in relation to their subject matter, and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in

the Contract, to the extent permitted by law. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19.3 Each party acknowledges and agrees that, in entering into the Contract, it has relied solely on the terms set out in the Contract and on its own judgement and (where relevant) independent advice, and not on any statement, representation, assurance or warranty made by or on behalf of the other party that is not recorded in the Contract.

20. Variation

20.1 Except for variations arising from the Ordering Process, no variation of the Contract shall be effective unless it is in writing and executed by the parties (or their authorised representatives).

20.2 Notwithstanding clause 20.1, and in addition to its rights in clause 2, Brigade retains the general right to vary the Order, by notice to the Customer from time to time, so long as such variation does not adversely affect the function of the Products & Services to the Customer. Except as permitted by this clause 20.2, no variation of the Order shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Waiver

21.1 A waiver of any right or remedy under the Contract (including any Order) or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21.2 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.

21.3 If Brigade waives any right or remedy provided under the Contract or by law in relation to the Customer, or takes or fails to take any action against the Customer, that does not affect Brigade's rights in relation to any other person.

22. Rights and remedies

22.1 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Severance

23.1 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.

23.2 Any modification to or deletion of a provision or part-provision under this clause 23 shall not affect the validity and enforceability of the rest of the Contract.

24. No partnership or agency

24.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24.3 For the avoidance of doubt, Brigade is not authorised to act as agent for the relevant SaaS Provider or to enter into any contract or make any representation, warranty or commitment on behalf of a SaaS Provider. Nothing in this Agreement creates any partnership, joint venture, agency or employment relationship between Brigade and the relevant SaaS Provider.

25. Notices

25.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in the Order Form.

25.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume, provided that (in any case) a copy of such email is also sent in accordance with clause 25.1(b). In this clause (c), business hours means from 8:30am to 5:30pm Monday to Friday on a day that is a Business Day.

25.3 Either party may at any time change its addresses for notifications by giving notice to the other party confirming the new address(es). Any such change shall take effect on and from the date of receipt by the other party of such notice.

26. Counterparts

26.1 Each Order Form may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Order Form.

27. Digital execution

27.1 Each party agrees that each Order Form may be signed by electronic signature (whatever form the electronic signature is selected by Brigade) and that this method of signature is as conclusive of the parties' intention to be bound by the Order Form as if signed by each party's manuscript signature.

28. Third party rights

28.1 The Contract does not give rise to any rights to any third party, except that where Brigade is a Reseller, Brigade shall have the right to enforce against the Customer any of Brigade's rights and remedies and any of the Customer's obligations in the Contract.

29. Modern Slavery and Anti-Bribery & Corruption

29.1 Each party hereby agrees that it shall comply with all applicable anti-slavery, anti-forced and child labour, and human trafficking laws, statutes, regulations from time to time in force. Each party hereby represents and warrants that it has not been convicted of any offence involving slavery, forced or child labour, and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with the same.

29.2 Each party agrees that it shall comply with all applicable anti-bribery and corruption laws, statutes, regulations from time to time in force. The Customer represents and warrants that:

- (a) it is not nor has it at any time been engaged in any activity, practice or conduct which would constitute an offence under any anti-corruption laws;
- (b) it has not been convicted of any offence involving bribery or corruption; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with bribery or corruption.

29.3 The Customer shall indemnify Brigade against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Brigade as a result of any breach of this clause 29 by the Customer.

30. Further Assurances

30.1 The parties agree to execute any and all such further documents and do such further acts and things as may be necessary or desirable to give full effect to this Contract.

31. Governing law

31.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of:

- (a) Where Brigade Electronics (Canada) Limited is Brigade: the Province of Ontario;
- (b) Where Brigade Electronics Inc is Brigade: the state of New York; or
- (c) Where Brigade Electronics (UK) Limited is Brigade: England and Wales;
- (d) Where Brigade Electronics (EU) BV is Brigade: the Netherlands and

without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods.

32. Jurisdiction

32.1 Each party irrevocably agrees that the courts located in: (i) where Brigade Electronics (Canada) Limited is Brigade, the City of Toronto; (ii) where Brigade Electronics Inc is Brigade, the federal court of the Southern District of New York, United States, or in the state courts of the County of New York, State of New York; or (iii) where Brigade Electronics (UK) Limited or Brigade Electronics Group Plc is Brigade, England and Wales; or (iv) where Brigade Electronics (EU) BV is Brigade, Overijssel, the Netherlands;; and such court(s) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Each party hereby irrevocably waives, to the fullest extent permitted by law, and to the extent applicable, all rights to trial by jury in any action, proceeding or counterclaim, whether in contract, tort (such as negligence), or otherwise, relating to this Contract.

33. Local Terms

33.1 Annex 2 (Local Terms) sets out terms that are specific to particular jurisdictions. Where the Customer's Order identifies a Brigade entity incorporated in a jurisdiction for which Local Terms are set out in Annex 2, such Local Terms shall apply to the Contract. In the event of any conflict or inconsistency between the Local Terms in Annex 2 and these General Conditions (or any other provision of the Contract), the Local Terms shall prevail to the extent of such conflict or inconsistency.

ANNEX 1 – DATA HANDLING PARTICULARS

BRIGADE PROCESSING PARTICULARS

Note: the particulars in this Annex 1 specify the scope of Personal Information that Brigade shall Handle pursuant to the Contract. The Customer acknowledges and agrees that the Sim & Hardware Connectivity (separate Sim) Services Provider is a Controller in relation to the Sim & Hardware Connectivity (separate Sim) Services, and the Customer acknowledges that the Sim & Hardware Connectivity (separate Sim) Privacy Notice applies. The Customer also acknowledges and agrees that Brigade is a Processor in relation to the Processing of Personal Data in the course of providing first-line support services and managing Customer accounts.

Categories of persons or data subjects	Drivers of vehicles with compatible Devices operating in the Unit (“Drivers”). Other road users and persons within the field of view of any Video Devices (“Other Persons”). End Users.
Types of Personal Information	Any Personal Information uploaded or introduced to the SaaS or SaaS Plugin by or on behalf of the Customer or any End User, provided that the SaaS and SaaS Plugin are intended to Handle the following Personal Information. For Drivers: - Name, work address, details including job title. - Communication and contact details including email and mobile phone. - Vehicle registration number of the Unit driven by the Driver. For Drivers and Other Persons, if any End User accesses video data using the SaaS and SaaS Plugin: (If the field of view provided by any Video Device or camera used by any Video Recording Device includes the interior of the Unit) video and/or audio feed or recording of the Driver’s activities (and, if applicable, each Other Person’s activities) within the Unit. (If the field of view provided by any Video Device or camera used by any Video Recording Device includes the exterior of the Unit) video and/or audio feed or

	recording of the Driver’s or Other Persons’ activities outside the Unit, to the extent such are within the field of view. For Drivers and Other Persons, if any End User uses events or other telematics-related data, information or functionality in the SaaS and SaaS Plugin: - telematics data of the types available from the Telematics Devices operating in the Unit, which may include the location of the Unit and accordingly of the Driver and Other Persons. For End Users: - Username and password. - Name, work address, details including office location and job title. - Communication and business contact details including email and mobile phone. - User roles and privileges, preferences set within the SaaS and SaaS Plugin, and logs of usage of the SaaS and SaaS Plugin.
Nature/ purpose of Handling	- Providing first-line support services in respect of the SaaS and Subscription, including receiving and logging Support Requests. - Managing Customer accounts and End User access in connection with Brigade’s support and billing responsibilities. - Escalating Support Requests to the SaaS Provider where required. - Investigating or diagnosing the cause of errors or faults affecting the Customer’s use of the SaaS to the extent accessible to Brigade in its support capacity. - Carrying out any maintenance of the SaaS or SaaS Plugin, or facilities used to host them. - Sim & Hardware Connectivity Support tasks, including handing off support to any Handlers or Subprocessors appointed by the Brigade where applicable. - Performing any other instructions validly given by or for the Customer in relation to the Handling of Personal Information.
Duration of Processing	For the duration of the Order, and for up to 30 days from the expiry or termination of the Order.

Sub-processors appointed by Brigade	Any Applicable Network Providers or Brigade Provider including (as at the Subscription Start Date): • any third party appointed by Brigade to assist with first-line support or account management; • the third party appointed by Brigade to provide the Sim & Hardware Connectivity (separate Sim) Services; and • any third party appointed by Brigade to provide hosting and server infrastructure used by or for Brigade's support and billing systems. • Providers of third party software used by Brigade in connection with its support and account management functions.
Overseas transfers	Third Countries and International Organisations to which Brigade will transfer the Relevant Personal Data: not applicable. (The SaaS may be hosted in the United Kingdom or in any member state of the European Union. Geotab and the Customer decide the location where the SaaS Plugin is hosted.)

ANNEX 2 – LOCAL TERMS

THIS ANNEX 2 SETS OUT TERMS THAT ARE SPECIFIC TO PARTICULAR JURISDICTIONS (“LOCAL TERMS”). WHERE THE CUSTOMER’S ORDER IDENTIFIES A BRIGADE ENTITY INCORPORATED IN A JURISDICTION FOR WHICH LOCAL TERMS ARE SET OUT BELOW, THE LOCAL TERMS FOR THAT JURISDICTION SHALL APPLY TO THE CONTRACT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE LOCAL TERMS AND THE GENERAL CONDITIONS (OR ANY OTHER PROVISION OF THE CONTRACT), THESE LOCAL TERMS SHALL PREVAIL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.

1. PART A – NETHERLANDS

This Part A applies where Brigade Electronics (EU) BV is the Brigade entity identified on the Order. References to clause numbers in this Part A are to clauses of the General Conditions.

1. Interpretation

In interpreting the contract provisions under Dutch law, the following clarifications apply:

- **Interpretation (clause 1.2):** “breach” means a failure to perform an obligation (tekortkoming in de nakoming).
- **Force Majeure (clause 1):** has the meaning given to it in Article 6:75 of the Dutch Civil Code.
- **Performance Dates (clause 7.4):** Any performance date, milestone or other timeline shall not constitute a strict or fatal deadline (fatale termijnen).
- **Interest on Late Payment (clause 12.11(a)):** reference to “the highest rate allowed by law” in clause 12.11(a) of the General Conditions shall, be replaced by a reference to the statutory commercial interest rate (wettelijke handelsrente) as set out in Section 6:119a of the Dutch Civil Code.
- **Limitation of Liability (clause 13):** reference to “Gross Negligence or willful misconduct” in clause 13.2(b) of the General Conditions shall be read as including willful intent (opzet) within the meaning of Dutch law.

2. Limitation of Liability

- Dutch law does not recognize a distinction between “direct” and “indirect” damages as described in clause 13.3(a) of the General Conditions. Where this Part A applies, Brigade’s liability under the Contract shall be limited to direct damages, being: (i) material property damage (zaakschade); (ii) reasonable costs to establish the cause and scope of the direct damage; and (iii) reasonable costs to prevent or mitigate direct damage that could be expected as a result of the event giving rise to the liability.

3. Termination

- The right of the Customer to terminate the Contract (or the applicable Order) under clause 14.1 of the General Conditions is a right to terminate for cause (ontbinden) within the meaning of Article 6:265 of the Dutch Civil Code.

4. Entire Agreement

- The parties acknowledge that, under Dutch law, clause 19 of the General Conditions (Entire Agreement) is one factor in the interpretation of the Contract in accordance with the Haviltex standard, and does not exclude or limit a party’s right to invoke dwaling (mistake, Section 6:228 of the

Dutch Civil Code) or bedrog (fraud or deceit, Section 3:44 of the Dutch Civil Code) as grounds to annul the Contract, to the extent such rights cannot be excluded in advance under applicable law.

Jurisdiction

For the avoidance of doubt, there is no right to trial by jury under Dutch law.

Customer Notification of Variations

Where Brigade updates the General Conditions in accordance with the introductory provisions of the Contract, Brigade shall actively inform the Customer of such updates by email to the email address specified in the Order Form, in addition to publishing the updated General Conditions at the URL referred to in clause 1.

2. [PART B – JURISDICTION]