

SAFE FLEET LAW ENFORCEMENT DIVISION

Cloud Courier End User License Agreement

Effective Date: February 15, 2021

This End User License Agreement (this "**Agreement**") applies to your use of the Cloud Courier solution made available to you by or on behalf of Licensor (as defined below), including without limitation all software, websites, applications, platforms, products, and/or services associated therewith (collectively, the "**Licensed Application**"), together with all content, video, materials, services, data, documents, files, and other information of any sort (collectively, "**Information**") which are made readily accessible, available, or visible, in each case to you, on, in, or from any Licensed Application (collectively, the "**Licensed Content**," and together with the Licensed Application, the "**Service**"), as well as upgrades provided by Licensor that replace or supplement the original Licensed Application, all of which will be deemed to be included within the definition of "**Licensed Application**" for purposes of this Agreement, unless otherwise expressly provided herein. The Service is licensed, not sold, to you, and your access to and use of the Service (or any portion thereof) are governed by this Agreement.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT, AND YOU AGREE NOT TO, ACCESS OR USE THE SERVICE, OR ANY PORTION THEREOF. For purposes of this Agreement, "**Licensor**" means SF Mobile-Vision, Inc. or its applicable affiliate, and "**Parties**" means you and Licensor.

- 1. License.** Subject to all the terms and conditions of this Agreement, Licensor grants to you a limited, non-exclusive, nontransferable, personal license to (a) access and use the Licensed Application solely for the Permitted Purpose (as defined below), and (b) solely for the purpose of engaging in, and solely to the extent necessary to engage in, the Permitted Purpose, download and use the Downloadable Materials (as defined below). "**Permitted Purpose**" means to participate in the law enforcement investigation and/or legal proceedings for which access to the Service was provided. "**Downloadable Materials**" means any Information which is readily downloadable (e.g., via a download or export button or link) via the Licensed Application.
- 2. Restrictions.** You may not transfer, redistribute, or sublicense the Licensed Application and you agree to cease using the Licensed Application when the investigation and legal proceeding(s) that are the subject of the Permitted Purpose are no longer active. You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service (including, for clarity, any updates), or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application). You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time or use the Licensed Application in any manner to provide service bureau, time-sharing or other computer services to third parties. You may not use the Licensed Application, or allow the transfer, transmission, export, or re-export of the Licensed Application, in violation of any export control laws or regulations administered by any government agency. You may not use the Licensed Application for competitive analysis, or for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Licensed Application. In addition to, and without limiting in any respect, any other provision of this Agreement, you agree not to, and not to permit any other person or entity to, seek to defeat or circumvent any safety or security feature of the Licensed Application, or any portion thereof, or to use the Service, or any portion thereof, in any manner contrary to or not expressly authorized by this Agreement, or in any manner which violates any applicable law, including any export laws and regulations. You agree to use reasonable efforts to safeguard the Licensed Application and to ensure that no unauthorized person has access to the Licensed Application, and that there is no unauthorized copying or distribution of the Software.
- 3. Ownership of Service; Use of Data.** The Service is owned by Licensor, its licensors, and/or its customers and is licensed, not sold, to you, and, as between you and Licensor, other than the limited license granted to you in Section 1 above, Licensor retains all right (including all intellectual property rights), title, and interest therein and thereto. You acknowledge and agree that Licensor may collect, use, store, and process, materials, content, data, and other information (any of the foregoing, "**User Information**") concerning you and your use of the Service for purposes of (x) operating, managing, improving, analyzing, researching, developing, providing, supporting, maintaining, or troubleshooting any products and services of Licensor or its affiliates, including the Licensed Application, and/or (y) analyzing, combining, processing, converting, or calculating such User Information, or any portion of either of them, whether alone or with other Licensor or third-party data or information, to create and use aggregated, anonymized data concerning, related to, or in connection with actual or potential Licensor product or service offerings, including the Licensed Application. BY USING THE SERVICE, YOU AGREE AND CONSENT TO ALL OF THE FOREGOING IN THIS SECTION 3, INCLUDING THE COLLECTION, STORAGE, PROCESSING, AND USE OF USER INFORMATION AS DESCRIBED HEREIN.
- 4. Termination.** This Agreement is effective until terminated by you or Licensor in writing (email being sufficient). Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms.
- 5. Acceptable Use of Service and Licensed Content.** You will not use the Service (in whole or in part) in any manner that is inconsistent with the terms of this Agreement. You will not, in connection with your use of the Service, violate or infringe the rights, including intellectual property, privacy, constitutional, civil, statutory, common law, or contractual rights, of Licensor or any third party. You will not, and will not attempt to, access any Information of any sort via the Service, other than Licensed Content, and you will not, and will not attempt to, download, export, screenshot, transcribe, photograph, or otherwise capture by image or video, copy, duplicate, or otherwise reproduce in any manner any Information of any sort from the Service, other than Downloadable Materials. You agree not to use the Service (in whole or in part) to harass, abuse, stalk, threaten or defame any person or entity. You agree that, as between you and Licensor, you are solely responsible for your use of Licensed Content, including Downloadable Materials, and that Licensor is not responsible for, and shall have no liability for, any such use. Licensor reserves the right to change, suspend, remove, disable, or impose access restrictions or limits on the Service (or any portion thereof) at any time without notice or liability to you. The Service may include software owned and/or provided by a third party, including Licensor's licensors and/or open-source software (any of the foregoing, "**Third-Party Software**"); to the extent that the Service includes any Third-Party Software, you agree that you will comply with the additional terms and conditions applicable to same which are available at www.safefleet.net/third-party-terms (if any), which are hereby incorporated into and made a part of this Agreement. You are solely responsible for your use of Licensed Content, and Licensor will have no liability for any improper, illegal, or incorrect use of Licensed Content by you or any third party. Licensor makes no guarantee or warranty, express or implied (and hereby expressly disclaims all of same to the greatest extent permissible under applicable law): (a) that Downloadable Content, once downloaded, cannot be altered or will remain in its original format; (b) as to the accuracy, reliability, or completeness of Licensed Content, which is the responsibility of the law enforcement agency or other party who shared

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6. Confidentiality. You acknowledge and agree that the Licensed Application is, as between you and Licensor, the confidential and proprietary information of Licensor. As such, you agree to use the Licensed Application only for the Permitted Purpose in accordance with Section 1 hereof, and, without limiting any other provision of this Agreement, not to share with, or disclose or distribute to, any third party any portion of the Licensed Application.

7. NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE (INCLUDING, FOR CLARITY, ANY AND ALL LICENSED CONTENT) IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ALL PORTIONS OF THE SERVICE, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

8. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR, ANY OF ITS AFFILIATES, OR ANY OF THE OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PERSONNEL, DIRECT OR DOWNSTREAM CUSTOMERS OR END USERS, OR DIRECT OR UPSTREAM LICENSORS OF ANY OF THE FOREGOING BE LIABLE (A) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE (INCLUDING, FOR CLARITY, ANY AND ALL LICENSED CONTENT), HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) WITHOUT LIMITING THE FOREGOING, FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES OR DAMAGES IN CONNECTION WITH: (i) YOUR INABILITY TO USE THE SERVICE (INCLUDING, FOR CLARITY, ANY LICENSED CONTENT), INCLUDING AS A RESULT OF ANY (x) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE, (y) DISCONTINUATION OF A PORTION OR ALL OF THE SERVICE, OR, (z) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE; OR (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY LICENSED CONTENT OR OF YOUR INFORMATION OF ANY SORT; AND (C) IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Federal Programs. (a) This Section 9 applies only if and to the extent you will use the Licensed Application in connection with any contract, purchase order, delivery order, task order, grant cooperative agreement or other arrangement including any subcontract at any tier thereunder directly or indirectly purchased with funds provided by the Government ("Federal Program"). For purposes of this Section 9, "Government" shall mean the federal government of the United States. (b) You hereby agree and affirm that the Licensed Application shall be considered Commercially Available off-the-shelf (COTS) items as set forth in 48 C.F.R. 2.101. (c) All software provided to or accessed by you in connection with the Licensed Application has been developed at private expense and includes only Restricted Rights Computer Software as set forth in 48 C.F.R. 27.401. For Federal Programs under the United States Department of Defense ("DoD"), all software (including Software and Cloud Services) provided in connection with the Service includes only commercial computer software as set forth in 48 C.F.R. 227.7202-1 and shall remain subject only to the license provided under this Agreement. (d) All data delivered in connection with the Licensed Application, including Licensed Content, shall be considered limited rights data developed at private expense and embodying trade secrets or are otherwise commercial or financial and confidential or privileged as set forth in 48 C.F.R. 252.227-14 (ALT I). By accessing any of such data, you hereby acknowledge the following Limited Rights Notice: **These data are submitted with limited rights in connection with a Federal Program. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of Licensor, be used for purposes of manufacture nor disclosed outside the Government.** (e) For Federal Programs under the DoD, all technical data provided in connection with the Services including all data delivered with the exception of the software components of the Licensed Application shall be considered Commercial Item technical data subject to the use restrictions set forth in 48 C.F.R. 227-7015(b)(2).

10. Miscellaneous. (a) The waiver by Licensor of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent or other breach or violation. Except as otherwise expressly provided, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by Licensor of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. (b) You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of Licensor in its sole discretion. Any purported assignment or delegation in violation of this Section 10(b) is null and void. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns. (c) This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. (d) Except to the extent prohibited by law, this Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware (USA) applicable to contracts made between residents of that state, entered into and to be wholly performed within that state (without regard to the conflict of laws rules of such state or any other jurisdiction). The Parties agree that the United Nations Convention on Contracts for the International Sale of Hardware does not apply to this Agreement. (e) Except to the extent prohibited by law, for all matters arising out of or in connection with this Agreement or the Licensed Application, each Party expressly consents to and agrees to subject itself to the exclusive jurisdiction of the federal and state courts located in the State of Delaware (USA), and you hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to venue of any such proceeding brought in any such court as provided in this Section 10(e), and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. (f) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. (g) For purposes of this Agreement, each of the words "include," "includes" and "including" is deemed to be followed by the words "without limitation"; "Dollars" or "\$" means U.S. dollars; and the word "or" is not exclusive unless otherwise expressly provided (e.g., by using the construction "either . . . or"). The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The captions and headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. Section references contained in this Agreement shall be references to the corresponding sections of this Agreement unless otherwise specified. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement. (h) Upon Licensor's reasonable request, you shall execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement. (i) You will comply with all applicable laws in connection with your download, use, and enjoyment of the Service, including all applicable export and import laws. (j) Licensor may substitute, replace, or modify the Licensed Application or this Agreement at any time in its discretion.