

Terms and Conditions
Connect Fleet
(Last Revised September 11, 2026)

These terms and conditions (“**T&Cs**”) for the supply of Software, Equipment and Services governs the acquisition, license and use of the Products and Services referred to herein and provided by Mobilisights S.p.A., an Italian company with registered office at Via Plava No. 86, ZIP Code 10135, Italy, company reg. no./fiscal code 10342750014 (“**Mobilisights**”) to its customers (“**Customers**”, singularly “**Customer**”). Mobilisights and Customer are hereinafter referred to as the “**Parties**” and each of them individually as a “**Party**”.

These T&Cs must be considered as a whole and are fully accepted by the Customer by (a) executing an Order or other contract with Mobilisights or its Affiliates or a Mobilisights Reseller, that references these T&Cs and relates to the supply and/or use of Products or Services, or under which Products are made available to Customer otherwise, even on a trial basis, (b) by clicking a box indicating acceptance of these T&Cs, or (c) by otherwise accessing and/or using the Products or Services; whichever is the earlier.

If a person or entity does not agree to these T&Cs or is not authorized to access and/or use the Products or Services, such person or entity shall not access or use the Products or Services. Where any User or other individual accesses and/or uses the Products on behalf of a Customer or under its responsibility, such individual agrees to these T&Cs on behalf of such Customer and represents and warrants that he or she has full authority to bind such Customer to these T&Cs. The Products may not be accessed or used by any competitor of Mobilisights or Affiliates thereof, as determined by Mobilisights in its sole discretion, except with Mobilisights’ prior written consent.

1. DEFINITIONS, DOCUMENTATION, INTERPRETATION

1.1. Definitions. Capitalized terms have the meanings assigned to them by the definitions contained in the Definitions Schedule made available online by clicking on this [link](#) and which is incorporated herein by reference as if set out in full.

1.2. Entire agreement. These T&Cs include the [End User Agreement](#), [Data Processing Addendum](#), [Warranty Statement](#), [Third Party Terms](#), as well as any other documents incorporated by reference herein or in any of the foregoing, which all form an integral part of the T&Cs hereunder. These T&Cs together with any applicable Order are part of the Contractual Documentation which regulates the Products and constitute the entire and exclusive understanding and agreement between Mobilisights regarding the Products, and supersede all prior or contemporaneous agreements, proposals, negotiations and understandings, whether written or oral, relating to the same subject-matter.

1.3. Conflicts. If there is a conflict between the terms of an Order and these T&Cs, then the terms of the Order Form prevail over these T&Cs. If Customer has entered into a separate written agreement with Mobilisights governing the purchase, access to or use of any Products or Services, these T&Cs shall apply in addition to such agreement. However, to the extent of any conflict between that separate agreement and these T&Cs, the terms of the separate agreement with Mobilisights shall prevail solely with respect to the conflicting provision.

2. CONNECT FLEET PRODUCTS

2.1. License to Use Software and Materials. Subject to and conditioned on Customer’s compliance with all terms and conditions set forth herein, and any additional terms and conditions contained in any Orders governed by these T&Cs, Mobilisights hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license for the Subscription Term to access and use the Software and the Materials, (i) in accordance with the End User Agreement; (ii) for the number and type of Subscription Plans and the related Vehicles specified in the applicable Order; and (iii) solely for Customer’s internal ordinary business operations or for the different limited purposes expressly indicated in the relevant Order and/or Subscription Plan. Mobilisights reserves all rights in the foregoing not expressly granted herein.

2.1.1 Limited scope of license. The License granted under this Section is strictly limited, in scope and duration, to the Subscription Plans and related Software and Materials subscribed to and in effect under the applicable Order(s). Customer’s right to access and use the Software and Materials shall at all times be co-extensive with, and limited to: (i) the Subscription Term of each Subscription Plan; and (ii) the number, type and configuration of Vehicles and other assets expressly identified in the applicable Order or elsewhere in the Materials. Upon expiry, termination or suspension of any Subscription Plan, all

rights of Customer to access and use the Software and the Materials in connection with the affected Subscription Plan, Vehicles and assets shall automatically and immediately cease, without the need for any further act or notice by Mobilisights, and Customer shall promptly cease all such access and use.

2.2 Purchased Equipment. As indicated in the relevant Order or Subscription Plan, Customer may purchase Equipment from Mobilisights at the purchase price defined in the Order and on the terms and conditions set forth herein. Any and all costs incurred in connection with the Purchased Equipment which are not expressly covered by the Equipment Warranty or that are outside the scope of the Warranty Statement are the responsibility of the Customer. Title in and to any Purchased Equipment shall only pass to Customer when Mobilisights receives full payment for the relevant Purchased Equipment, and until such time, Customer shall hold custody of such Purchased Equipment on behalf of Mobilisights and will be responsible for keeping it in good condition. Any references in the Contractual Documentation to Purchased Equipment do not create a lease, rental, or similar arrangement in respect of such Purchased Equipment.

2.3 Maintenance. Mobilisights makes reasonable effort to continuously improve and keep maintained the Products and may, from time to time, cause updates, patches, upgrades, releases, bug fixes, security measures and other modifications to the Products to be automatically installed, with or without prior notification to Customer, or Mobilisights may otherwise make such updates available through its websites, the Connect Fleet Platform or Apps, at its discretion. Customer hereby consents to such automatic installations and agrees to use only the then-current, supported version of the Products once installed, and shall not interfere with, disable or attempt to circumvent any such update or any related protective measure. If Customer manually updates, or permits a Third Party (including an Authorized Installer or Reseller) to update, the firmware of any Equipment to a version other than a production release, or enables preview, experimental or beta versions of the Software or of elements thereof, Customer acknowledges and agrees that: (a) such versions are pre-production and may adversely affect functionality; (b) their features may not be included in subsequent production releases; and (c) Mobilisights shall have no liability whatsoever for any damages arising from the use of, or inability to use, such versions, even if advised of the possibility of such damages. Mobilisights may further add, remove, suspend, replace, update, upgrade, modify or discontinue features, functionalities, content, technical specifications, interfaces, support workflows or operational processes relating to the Products from time to time, provided that Mobilisights shall use commercially reasonable efforts to avoid materially adverse changes to the core functionality of the Products during the then-current Subscription Term.

2.4 Customer Responsibilities. Customer will (a) be responsible for Customer's and Users' compliance with these T&Cs, including the End User Agreement and Third Party Terms, and shall procure that its Users comply with, and undertake, execute or otherwise be bound by, the End User Agreement and all applicable rules of use of the Products, remaining liable and guaranteeing such compliance by its Users as if it were Customer's own compliance; (b) use Products and Materials only in accordance with these T&Cs, the Order Form(s), the End User Agreement and applicable laws and government regulations; (c) be responsible for the accuracy, quality and legality of any Customer Data submitted to Mobilisights and entered into the Connect Fleet Platform by or on behalf of Customer, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with Products and Materials (d) use commercially reasonable efforts to prevent unauthorized access to or use of Products and Materials, and notify Mobilisights promptly of any such unauthorized access or use; (e) comply with any Third Party Terms relating to Products or Materials used by Customer or otherwise applicable; (f) not remove or alter any proprietary notice of any kind from any Product.

2.5 Customer's Compliance. Customer shall comply with all Privacy Laws applicable to any Personal Data that Customer sends and/or obtains through the use of, and access to, the Products and Services, and Customer shall ensure a level of protection for such Personal Data that meets the requirements of applicable Privacy Laws. In particular, the Customer shall be solely responsible, where required under applicable law, including Privacy Laws, for providing appropriate notices and for obtaining any necessary rights, legal basis, and consents from End Users, Data Subjects. Customer will notify Mobilisights in writing if it determines that it is unable to meet any of its obligations under these T&Cs or any applicable Privacy Law. Customer hereby grants Mobilisights the right, upon notice, to take reasonable and appropriate steps to stop and remediate Customer's unauthorized or unlawful use of any Personal Data received in connection with these T&Cs.

2.6 Accounts. Customer shall be solely responsible for administering and protecting accounts for the use of the Products. Customer agrees to provide access to the Software only to the Users, and to require them to keep account login information, including usernames and passwords, strictly confidential and not provide such account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Software and maintaining the confidentiality of account login information and any provided credential or token. In the event that Customer or any User

becomes aware that the security of any account login information or credential has been compromised, Customer shall immediately notify Mobilisights and de-activate such account and change the account's login information. Users may only use the Software strictly on behalf of Customer and subject to the End User Agreement and the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by a User of his or her obligations hereunder.

3. MOBILISIGHTS OBLIGATIONS

3.1 Provision of Products and Services. Subject to the terms and conditions set forth in these T&Cs and any applicable Order, Mobilisights shall use commercially reasonable efforts to: (a) make the Software available to Customer on a twenty-four (24) hour per day, seven (7) day per week basis throughout the applicable Subscription Term, in accordance with, and subject to the limitations set forth in these T&Cs; (b) provide any Equipment ordered by Customer pursuant to an Order, make all necessary settings and connections to ensure the Equipment are operational and connected to the Connect Fleet Platform; and (c) provide Customer with the Services included in the applicable Order or Subscription Plan, as further described in the Order and the Materials, in accordance with commercially reasonable standards of skill and care. The foregoing commitments do not constitute a guarantee of uninterrupted or error-free availability, and shall not apply to the extent that any unavailability, degradation, or failure is caused by: (i) any maintenance, update, upgrade, or repair carried out by or on behalf of Mobilisights, whether scheduled (and preceded by prior electronic notice) or on an emergency basis; (ii) any act or omission of Customer or its Users, including any unauthorized use of the Products or Services, or failure to comply with the Contractual Documentation; (iii) any Third Party Products or Services, including connectivity or network failures beyond Mobilisights' reasonable control; (iv) Force Majeure events; (v) any other circumstances beyond Mobilisights' reasonable control; or (vi) any suspension of the Products or Services permitted under these T&Cs.

3.2 Protection of Customer Data. Mobilisights shall implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Such safeguards shall be no less protective than those described in the Data Processing Addendum attached hereto and shall be consistent with applicable industry standards for services of a similar nature. Mobilisights shall promptly notify Customer of any confirmed Security Incident affecting Customer Data in accordance with the notification obligations set out in the Data Processing Addendum.

3.3 Retention of Customer Data. Mobilisights shall retain Customer Data for the period of time agreed upon with the Customer within the Connect Fleet Platform. Customer may choose to retain Customer Data included in the Connect Fleet Platform for a specified period of time after which Mobilisights shall delete such Customer Data.

3.4 Right of Access. Where and to the extent Regulation (EU) 2023/2854 on harmonized rules on fair access to and use of data (the "**Data Act**") applies to certain Customer Data generated by a connected product or related service, Customer, acting as user under the Data Act, may exercise its rights of access to, use of and making available such Customer Data pursuant to Chapter II of the Data Act. For the purpose of implementing and documenting such access and export in a structured and commonly used machine-readable format, Mobilisights may invite Customer to submit a formal request via the Stellantis Fleet Service Portal, upon which Stellantis Group will supply to Customer one or more data packs consisting of the relevant Customer Data, in accordance with the technical and security requirements of the Data Act and applicable law.

3.5 Compliance. Mobilisights shall provide the Products in material compliance with laws applicable to Mobilisights under the Contractual Documentation. Mobilisights does not represent or warrant that the Products comply with any laws specifically applicable to Customer's industry, business activities, jurisdiction, or particular use case. Customer remains solely responsible for assessing the suitability of the Products and Services for its intended purposes and for ensuring that its use thereof complies with all laws applicable to Customer.

4. PROPRIETARY RIGHTS

4.1. No transfer. Parties agree that no Intellectual Property Rights are, or can, be assigned or transferred to Customer and/or Users under these T&Cs and/or any Order. Customer is obtaining only a limited right to access and use the Products and Materials in accordance with the terms of these T&Cs and the Order. As between Mobilisights and Customer, Mobilisights and its Affiliates, as applicable, shall own and retain all right, title and interest (including all Intellectual Property Rights) in and to: (a) the Products ; (b) the Materials, any related documents, and any and all related and underlying technology, documentation, software and other information, any intellectual property Mobilisights develops hereunder; and (c) any derivatives of any of the foregoing.

4.2. Prohibited Activities. Customer shall not, and shall not allow any User or Third Party to: (a) copy, modify, or create derivative works of and from the Products, in whole or in part; (b) use or access the Products for any competitive purpose; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software or any rights to use the Software to any Third Party without Mobilisights express written authorization; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Product component, in whole or in part; (e) use any Product in any manner or for any purpose that is inconsistent with these T&Cs or the Order, or that violates any law, or that infringes, misappropriates, or otherwise violates any Intellectual Property Right, privacy right, or other right of Mobilisights or of any Third Party; (f) use any Product to create any infringing, obscene, threatening, unlawful, offensive, or tortious material; (g) export in violation of applicable law any Personal Data from the country in which it was initially delivered to Customer; (h) use the Products and/or Materials in a production environment without a definitive agreement authorizing such use; (i) remove or disconnect the Equipment from the relevant Vehicle for the duration of the Subscription Term of these T&Cs; or (j) otherwise tamper with the Equipment, including opening the device(s) and/or removing any parts thereof (such as SIM cards). In addition, Customer shall not use the Products in connection with: (i) spyware, adware, or other malicious programs or code, (ii) counterfeit goods, unsolicited mass distribution of email or spam, (iii) multi-level marketing proposals, (iv) hate materials, (v) hacking, surveillance, interception, or descrambling equipment, (vi) materials or content that is/are libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive, (vii) stolen products or items used for theft, (viii) hazardous materials, or (ix) any illegal activities.

4.3. Suspension. Mobilisights, its Affiliates and/or its licensors may suspend Customer's Subscription Plans or any User's right to access or use the Products, if Mobilisights reasonably determines that Customer's or Users' use of Products, (a) pose a security risk to Mobilisights, its Affiliates or commercial partners, the Products themselves, or any Third Party, (b) may adversely impact Products, or the networks or data of any other Mobilisights customer, business partner or service provider, (c) do not comply with the Contractual Documentation or applicable law, or (d) may subject Mobilisights, or any Third Party, to liability; as well as (e) to the extent necessary for emergency maintenance work Mobilisights reasonably determines is required. Mobilisights will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension, and to reinstate such Products as soon as reasonably practicable following correction of the issue.

4.4. Additional and derivative rights. To the extent that the Customer is granted or acquires any intellectual property right of any kind in, or relating to, Mobilisights's Intellectual Property Rights, or in, relating to, or arising from the use of the Products, the Customer hereby assigns – and automatically assigns upon creation – all such rights to Mobilisights, and agrees to execute any document requested by Mobilisights to give full effect to this Clause if necessary, without prejudice to the fact that it is immediately enforceable and effective. The Customer shall waive, or shall procure the waiver of, any intellectual property rights relating to the Products, the Materials and the use thereof to which any person has or may have a right under any applicable law.

4.5. Feedback. Customer and its Users, employees, contractors, and agents, may provide Mobilisights with Feedback concerning the Products, Materials, or any of Mobilisights' offerings. All Feedback is and will be treated as Mobilisights' Confidential Information, and Customer hereby assigns to Mobilisights on Customer's behalf, and on behalf of its Users, employees, contractors, and agents, all rights, title, and interest in and to such Feedback. Mobilisights and its Affiliates shall be free to use, without any attribution or compensation to Customer or any other party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose.

5. FEES AND PAYMENT TERMS

5.1 Taxes. Customer shall pay Mobilisights the Fees for the Products set forth in the applicable Order, plus any sales, use, gross receipts, or any other similar taxes, fees, duties, or charges of any kind imposed by the governmental authority on any fees payable by Customer under these T&Cs or the applicable Order(s) (collectively, "**Taxes**"). All Fees are exclusive of Taxes and nonrefundable.

5.2 Updated Fees. The Parties agree that Mobilisights may increase the fees for any Product once per renewed Subscription Term. Where a fee increase is contemplated, Mobilisights will provide Customer with written notice of its proposed fees for renewal at least ninety (90) days prior to the expiration of the then-current Subscription Term. Notwithstanding anything to the contrary, any renewal in which the number of Subscription Plans has decreased from the prior Subscription Term may result in repricing at renewal without regard to the prior Subscription Term's pricing.

5.3 Invoicing and Payment. Unless otherwise specified in the applicable Order, Customer shall pay all Fees and any other amounts due within thirty (30) days after the date of the applicable invoice. Mobilisights may charge interest on all amounts that are not paid by the due date at a rate of one and one-half percent (1½%) per month or the maximum rate permitted under applicable law. Interest will accrue daily and will be compounded daily. Customer shall not withhold payment of any amounts due and payable under an Order by reason of any setoff, deduction, or recoupment of any claim or dispute with Mobilisights, whether relating to Mobilisights' breach, bankruptcy, or otherwise.

5.4 Failure to pay for Equipment. In the event of payment by instalments and failure to pay the full purchase price by the final due date of the last instalment, provided that Customer remains in default of payment for a period of thirty (30) days from the earliest outstanding due date that remains unpaid, the instalments already collected shall be retained by Mobilisights by way of penalty (without prejudice to any greater damages) and as compensation for Customer's use of the Purchased Equipment until its effective return. Any costs associated with the return, storage, and maintenance of unpaid Equipment shall be borne exclusively by the Customer.

6. TERM AND TERMINATION

6.1 Term of T&Cs. The term of these T&Cs commences as of the date the Customer accepts these T&Cs by (i) clicking a box indicating your acceptance, (ii) executing an Order or other contract that references these T&Cs, (iii) by purchasing Products or otherwise entering into an Order or other contract with Mobilisights, a Mobilisights Reseller, or any other entity or individual for the purchase of Products or under which Products are made available to the Customer, or (iv) by otherwise accessing and/or using the Products, whichever is the earliest ("**Effective Date**"), and, unless terminated earlier in accordance with this T&Cs, remains in full force and effect until the expiration or other termination of the last Order under these T&Cs ("**Term**"). If an Order is executed after the Term, these T&Cs shall be deemed revived and in full force and effect during the Order Term, unless the Parties agree otherwise in writing.

6.2 Order Term. The term of each Order commences on its effective date and, unless terminated earlier in accordance with these T&Cs or the terms of that Order, continues until the last day of any outstanding Subscription Term for Subscription Plans as set forth in an Order, plus any extension or renewal period to such Subscription Terms as agreed to by the Parties in writing or provided for in the Order ("**Order Term**").

6.3 Subscription Term. Unless otherwise specified in the relevant Order, the term of each Subscription Plan will commence on the Subscription Start Date and will continue for the period specified in the Order Form or, if not so specified, for no less than twelve (12) months (an "**Initial Subscription Term**"). Upon expiration of the Initial Subscription Term, the Subscription Plan(s) will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party gives the other written notice of non-renewal at least 90 days before the end of the relevant Subscription Term. "**Subscription Start Date**" means, with respect to each Order, the earlier to occur of (i) the date on which the first Subscription Plan is activated, or (ii) thirty (30) days after the delivery date of the Equipment ordered under such Order.

6.4 Termination For Cause. Either Party may terminate these T&Cs, any Order, or any combination of Orders immediately upon written notice to the other Party if: (a) a Party breaches these T&Cs or any Order and fails to cure that breach within thirty (30) days of its receipt of a notice to cure that breach by the non-breaching Party; (b) such a termination is required for a Party to comply with applicable law.

6.5 Termination by Customer for convenience. Customer acknowledges that, in order to receive the pricing and commercial conditions set forth in one or more Orders, it has agreed to commit to the Subscription Plan(s) for the full Subscription Term. Accordingly, if Customer terminates these T&Cs or any Order for any reason other than (a) termination for cause pursuant to Clause 6.4 or (b) any other mandatory right of termination under applicable law, Customer shall pay to Mobilisights an early termination fee (the "**Early Termination Fee**") calculated as follows: (i) any unpaid Fees for the remainder of the Subscription Term under such Order, minus (ii) any unpaid Fees for the current month through the effective date of termination. The Early Termination Fee shall be invoiced to Customer in addition to any unpaid Fees for the current month through the effective date of termination. To the extent the Early Termination Fee or any portion thereof is deemed to be liquidated damages, Customer acknowledges that the amount of damage Mobilisights would suffer as a result of Customer's early termination of any Subscription Plan is difficult to estimate and that the Early Termination Fee reflects the Parties' reasonable estimation of the anticipated damages which Mobilisights may incur as a result of any such termination, and that its payment is without prejudice to any right to compensation for damages in excess of such amount.

6.6 Termination by Mobilisights for convenience. Mobilisights may, at any time and at its sole discretion, terminate these T&Cs, any individual Order, and/or any associated Subscription Plan, by giving Customer at least thirty (30) days' prior written notice. The termination will be effective on the date specified in such notice, which shall be no earlier than the expiry of the above notice period. If Mobilisights terminates these T&Cs or any Order pursuant to this Clause for convenience (i.e., not due to Customer's breach of the Contractual Documentation or any other ground for termination for cause expressly set out in these T&Cs), then Mobilisights shall: (a) cease providing the affected Products as of the effective date of termination; and (b) refund to Customer a pro-rata portion of any Subscription Fees prepaid by Customer that relate to the unexpired portion of the Subscription Term under the terminated Subscription Plan(s), as well as any prepaid but unused Fees for the Services under the terminated Order. Customer shall remain liable for all Fees incurred up to the effective date of termination. Except for the refunds expressly described in this Clause and to the maximum extent permitted under applicable law, Customer shall not be entitled to any additional compensation, damages, indemnity or other remedy in connection with Mobilisights' termination for convenience.

6.7 Suspension of Products and Services. Mobilisights may suspend any Subscription Plan or any User's right to access or use any portion of the Products, or to connect Products to Third Party Products and Services, upon written notice to Customer (or, where reasonably necessary, without prior notice) if Mobilisights reasonably determines that: (a) Customer's or any User's use of the Products poses a security risk to the Products or Services, or any Third Party; (b) such use may adversely impact the Products or the networks or data of any other Mobilisights customer, business partner or service provider; (c) Customer's or any User's use of the Products does not comply with these T&Cs, the Contractual Documentation, the Third Party Terms or applicable Law; or (d) such suspension is required for emergency maintenance or by order of a competent Governmental Authority. Mobilisights shall use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy the relevant issue prior to any suspension where practicable, and to reinstate the affected Products and Services as soon as reasonably practicable following correction of the issue.

6.8 Effect of Termination. Upon termination or expiry of these T&Cs or any Order: (a) all rights granted to Customer under these T&Cs, the terminated Order and the associated Subscription Plan(s) shall automatically cease; (b) Customer shall cease all access to and use of the affected Products, and shall comply with any de-installation, return or deletion obligations set out in these T&Cs, the Equipment Warranty and any applicable Order; and (c) termination or expiry shall not entitle Customer, except for clause 6.5 where applicable, to any refund of, or relief from payment of, any Fees paid or payable under these T&Cs or the relevant Order, to the maximum extent permitted under applicable law. Clauses which by their nature are intended to survive termination or expiry, including without limitation clauses on Fees and payment, Confidential Information, Intellectual Property Rights, limitations of liability, indemnities, governing law and dispute resolution, shall survive termination or expiry of these T&Cs and any Order.

7. EQUIPMENT

7.1 Delivery terms; Incoterms. Mobilisights shall select the method of carriage for Equipment and all reasonable costs of shipping and handling shall be the responsibility of Customer, unless otherwise expressly stated in the applicable Order. Unless otherwise stated in an Order, Mobilisights will deliver all Equipment on a Delivered at Place ("DAP") basis to the delivery location specified in the applicable Order, in accordance with Incoterms® 2020. Delivery dates are estimates only and are not guaranteed unless expressly agreed in writing by Mobilisights. Mobilisights will use reasonable efforts to fulfil an Order within the applicable time indicated; however, Mobilisights will not be liable for any delays or any failure to fulfil an Order within the aforementioned time period where the delay is beyond Mobilisights' reasonable control. Mobilisights reserves the right, in its sole discretion, to obtain transportation, cargo, or other shipment insurance for Equipment shipments. The procurement of such insurance shall not modify the transfer of risk, limitation of liability, or other delivery terms set forth herein.

7.2 Transfer of risk; loss and damage. The Parties expressly agree that all costs and risk of loss or damage in respect of the Equipment shall pass to Customer upon delivery of the Equipment at the applicable delivery location in accordance with the DAP Incoterm under Incoterms® 2020. From that time, Customer shall be solely responsible for any loss, theft, or damage to the Equipment, except to the extent expressly covered by the Equipment Warranty.

7.3 Inspection and acceptance. Customer shall inspect the condition of the outer packaging of the Equipment for evidence of damage and/or theft immediately upon receipt. Should there be evidence of tampering, Customer shall note this on the delivery receipt and provide Mobilisights with written notice, specifying any damage, theft, or defect and attaching images of such damages and/or defects. If no issues or exceptions are notified to Mobilisights within five (5) days of delivery,

Customer is deemed to have accepted the Equipment as delivered and to be satisfied with their condition, and the Equipment shall be considered finally accepted. Acceptance by Customer implies Customer's obligation to pay the applicable purchase price and Fees for the Equipment to Mobilisights in accordance with these T&Cs and the relevant Order.

7.4 Equipment warranty; exclusive remedies. Mobilisights provides an Equipment Warranty as set forth in its Warranty Statement, which is hereby incorporated by reference into these T&Cs. To the maximum extent permitted by applicable Law, the remedies set out in the Warranty Statement constitute Customer's sole and exclusive remedy and Mobilisights' sole and exclusive obligation for any breach of the Equipment Warranty. This warranty is strictly limited to the repair or replacement of defective or non-conforming Equipment, to the exclusion of any other compensation or remedies, including without limitation any damages for loss of use, loss of data, loss of profits, or any indirect, incidental, consequential or special damages.

7.5 Warranty disclaimer. Except for the Equipment Warranty as described in the Warranty Statement, Customer acknowledges that Equipment is supplied on an "as is" basis, and Mobilisights makes no warranty whatsoever with respect to any Purchased Equipment, including any (i) warranty of merchantability; or (ii) warranty of fitness for a particular purpose; or (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a Third Party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

8. EQUIPMENT INSTALLATION

8.1 Authorized installation only. Unless otherwise specified in an Order, Customer shall ensure that all Equipment is installed, configured, relocated, removed and serviced solely by Mobilisights or by an Authorized Installer. Mobilisights shall not be responsible for, and any applicable Equipment Warranty, service level commitments, or performance obligations may be void or inapplicable with respect to, any Equipment that has been installed, configured, relocated, modified, removed, repaired or otherwise handled by any person or entity not authorized by Mobilisights. Mobilisights further disclaims any responsibility for inaccurate data, connectivity issues, device malfunctions, damage to Vehicles or other Customer properties, or service interruptions resulting from any unauthorized installation, servicing or handling of the Equipment.

8.2 Installation scheduling. The Parties shall each use commercially reasonable efforts to schedule and complete the installation of Equipment within thirty (30) days following Customer's receipt of such Equipment, unless otherwise agreed in the applicable Order. For each installation or removal of Equipment ordered by Customer, the Parties will agree on the dates, locations and times for the installation or removal. Customer shall provide Mobilisights, at least ten (10) Business Days prior to the relevant installation or removal date, with the following information: number of Vehicles, Vehicle Identification Numbers (VIN), registration numbers, installation or removal location, on-site contact details, and availability dates.

8.3 Customer installation obligations. For each installation, Customer agrees to: (i) ensure that all required Equipment is shipped to and available at the installation location on the scheduled date and time; (ii) be responsible for any additional fees related to installation, including, without limitation, travel, trip and on-site access fees, as set out in the applicable Order or otherwise notified by Mobilisights; (iii) ensure that all hardware devices related to the Products (including Vehicle keys) are accessible on the designated date and time so that Authorized Installers can complete the scheduled installation; (iv) ensure that all applicable Equipment is available at the installation location on the designated date and time; (v) have designated point(s) of contact easily accessible during the installation window; (vi) provide installation location(s) that are suitable for installation, meaning that such locations (a) are reasonably secure to perform the installation; (b) can house the required quantity of Vehicles; (c) provide appropriate weather accommodations; (d) have adequate lighting available; (e) have adequate personnel on site for location and Vehicle access; (f) are suitable for electrical installation work; and (g) have internet connectivity or mobile network reception.

8.4 Mobilisights installation obligations. For each installation ordered by Customer from Mobilisights, Mobilisights agrees to: (i) ensure that installations are completed in accordance with the applicable Order; (ii) designate a point of contact to coordinate with Customer for such installation; (iii) select an appropriate Authorized Installer taking into account location, date and work complexity; (iv) subject to Customer's timely performance of its obligations under Clause 8.3, ensure that installations are performed promptly and in a commercially reasonable and efficient manner; (v) ensure that Authorized Installers are technically competent to perform the installation; (vi) ensure that Authorized Installers verify each installation and capture relevant installation details; and (vii) make all necessary settings and connections so that the Equipment is operational and connected to the Connect Fleet Platform in accordance with the Materials.

8.5 Authorized Installers. Authorized Installers are independent Third-Party service providers and act in their own name

and on their own behalf. They are neither employees, agents nor subcontractors of Mobilisights, and no partnership, joint venture, agency or employment relationship is created between Mobilisights and any Authorized Installer by virtue of these T&Cs or any Order. Customer acknowledges and agrees that any installation, maintenance or de-installation services performed by an Authorized Installer are provided under a separate contractual relationship between Customer and such Authorized Installer, and that such Authorized Installer shall be solely responsible to Customer for the performance of those services and for any loss or damage arising therefrom. Mobilisights shall have no responsibility or liability whatsoever to Customer for any acts or omissions of Authorized Installers in the provision of such services, to the maximum extent permitted under applicable law.

8.6 Installation report. Upon completion of each installation, Customer and Mobilisights (or the Authorized Installer acting on behalf of Mobilisights) shall confirm completion of the installation by signing or electronically approving an installation report or other completion document provided by Mobilisights.

8.7 Confidentiality of installation procedures. All installation and uninstallation procedures and related technical information constitute Confidential Information and are the property of Mobilisights. Customer shall not disclose such procedures or information to any Third Party, except as expressly permitted in writing by Mobilisights or as required by applicable Law.

8.8 Access to Vehicles and Customer property; vehicle modifications. Customer acknowledges and authorizes Mobilisights and/or any Authorized Installer to enter or have access to the Equipment, Customer's Vehicles and other Customer property as reasonably necessary to install, maintain, inspect, repair, remove, replace, modify, upgrade or improve the operation of the Equipment. Customer further acknowledges that installation, maintenance or removal of Equipment may modify or alter Customer's Vehicles, including without limitation by drilling holes, cutting panels or bodywork, and performing wiring or rewiring. Mobilisights, its Affiliates, resellers, agents, subcontractors and Authorized Installers shall not be responsible for, and make no assurances regarding, the restoration of any Vehicle to its unmodified or original condition and shall not be liable for any loss or damage arising out of or in connection with any such work performed by an Authorized Installer. Customer shall be solely responsible for verifying any effect of such installation work on any Vehicle manufacturer's warranty. Customer hereby releases and forever discharges, and shall indemnify and hold harmless, Mobilisights, its Affiliates, resellers, agents, contractors and their respective directors, officers, employees and representatives from any responsibility or liability arising out of or in connection with any such modifications to Vehicles or Customer property, to the maximum extent permitted under applicable law.

8.9 Customer de-installation. If Customer, or any subcontractor or installer not authorized by Mobilisights, uninstalls or removes any Equipment, Mobilisights shall under no circumstances be liable for any damage to the Equipment, Vehicles or other Customer property, or for any loss of data, service interruption or other consequences resulting therefrom. Customer hereby releases and forever discharges, and shall indemnify and hold harmless, Mobilisights, its Affiliates, resellers, agents and contractors and their respective directors, officers, employees and representatives from any responsibility or liability arising out of or in connection with any such uninstallation or removal by Customer or its subcontractors. Notwithstanding the foregoing, Customer may purchase de-installation services from Mobilisights pursuant to an Order, in which case Clauses 7.2–7.5 shall apply mutatis mutandis to such de-installation.

9. SIM CARDS

9.1 Ownership. Any SIM card embedded in, integrated with or supplied together with Equipment remains, and Customer acknowledges that it shall remain, the property of Mobilisights and/or the network provider engaged by Mobilisights for the provision of the Products. No title to any SIM card passes to Customer or any User.

9.2 Permitted use. Customer shall not remove, and shall not permit any Third Party to remove, any SIM card from the Equipment. Customer shall ensure that SIM cards are used solely as part of the Equipment in connection with the Products, and not for any other purpose, device or service.

9.3 Liability for damage or misuse. Customer will be liable for any costs, charges or expenses incurred by Mobilisights or any network provider as a result of any damage, loss, misuse, tampering or other abuse of a SIM card while such SIM card is under the control or in the possession of Customer or its Users. Customer shall pay all such costs, charges and expenses upon demand, in addition to any other remedies available to Mobilisights under these T&Cs or applicable law.

10. THIRD PARTY DATA, PRODUCTS, AND SERVICES

10.1 Applicability of Third-Party Terms; end-user agreements. Certain Products may incorporate, interoperate with, or rely on Third-Party Products and Services and/or Third-Party Devices, including without limitation services and devices provided by Vehicle OEMs. Unless Customer is required to accept and agree with an end-user license agreement or other agreement for a Third-Party Product and Service in order to access and use such Third-Party Product and Service, or such Third-Party Products and Services are subject to the applicable provisions of the Third-Party Terms, Mobilisights hereby grants Customer a fully paid, royalty-free sublicense to use such Third-Party Products and Services solely in connection with Customer's use of the applicable Products. If any Third-Party Products and Services are subject to their own terms and conditions presented to Customer for acceptance within the Products and Services, by website link or otherwise, and/or to the Third-Party Terms, and Customer does not agree to abide by such applicable terms for any reason, then Customer shall not install, access, or use such Third-Party Products and Services.

10.2 Third-Party data and devices. Certain Products may rely upon data in respect of Vehicles provided by a Third-Party Provider (such as a vehicle OEM or Geotab)) via Third-Party Devices, which is transmitted to Mobilisights. In such cases, Mobilisights plays no part in the installation or maintenance of the Third-Party Devices, unless expressly stated otherwise in an Order. Mobilisights gives no warranties and makes no representations with respect to any Third-Party Products and Services and/or Third-Party Devices, including, without limitation, any software installed on Third-Party Devices. Additionally, Mobilisights does not warrant or represent that any data received from a Third-Party Provider will be correct, complete, uninterrupted or error-free, or that such data will be received in part or in whole, and Customer acknowledges that such data may be affected by coverage, connectivity, hardware, software or infrastructure issues outside Mobilisights' control, as further described in the Third-Party Terms.

10.3 Updates and upgrades to third-Party software. Third-Party Providers may make updates and/or upgrades to the software on Third-Party Devices from time to time. Mobilisights may require that such updates and/or upgrades are installed in order to provide the Products or to enable certain enhanced functionality. As between Mobilisights and Customer, Customer is solely responsible for ensuring that all required updates and upgrades to such Third-Party software are installed on the relevant Third-Party Devices and acknowledges that failure to do so may affect the availability or performance of the Products and Services.

10.4 Connectivity, accounts and bandwidth. Mobilisights bears no responsibility for connectivity between any Third-Party Devices and the relevant Third-Party Provider, any network or other Third Party, allocation or management of user accounts with Third-Party Providers, or payment to or from any party for data bandwidth or network services used in connection with Third-Party Devices and Third-Party Products and Services. All such connectivity, account management and bandwidth costs are for the account of Customer or of the applicable Third-Party Provider, as the case may be.

11. PRIVACY COMPLIANCE

11.1 Data Processing Agreement. Customer acknowledges and agrees that Mobilisights may access, collect, and/or process Customer's Personal Data, in order to provide the Products, to offer support, and in general to fulfill its rights and obligations under the T&Cs, and the Data Processing Addendum shall apply as the context requires. The parties acknowledge that the Customer is the Data Controller and Mobilisights is the Data Processor in the execution of the Orders and of these T&Cs. The Parties agree that the categories of Personal Data and Data Subjects processed by Mobilisights as Data Processor are listed within the tables included in the Data Processing Addendum and, when applicable, attached to the relevant Order or acceptance thereof.

11.2 Notices and Consents. Customer represents, warrants, and covenants that, prior to the use of any Vehicle connected to or activated with the Products, Customer has, and will have for the entire duration of the applicable Order, provided all notices and obtained all rights, legal basis – including any required consent – that are required under applicable Privacy Laws and any other applicable law for Mobilisights and Mobilisights' Affiliates to collect, receive, use, process, share, and transmit Personal Data in accordance with these T&Cs and the Contractual Documentation. In particular, Customer shall obtain, record and maintain all rights, legal basis and consents required under Privacy Laws for: (a) the collection and use of Personal Data by Customer for all relevant purposes; (b) the sharing of Personal Data with Mobilisights and its applicable Affiliates; (c) the processing of such Personal Data by Mobilisights and its Affiliates in connection with the Products; (d) the transmission of such Personal Data by Customer, its Affiliates and contractors to their designated Third Parties; (e) Mobilisights and its Affiliates collecting and deriving Personal Data directly from Data Subjects and/or Vehicle operators while using Vehicles with telematics or connected services; (f) each category of Personal Data that will be collected and the relevant purposes for which such Personal Data may be processed; (g) the duration of the collection and processing of Personal Data contemplated by

the foregoing; (h) responding to any Data Subjects Request in accordance with applicable Privacy Laws; and (i) the use and processing of any other information obtained from the Data Subjects in connection with an Order and these T&Cs.

11.3 Data Subjects notices. Customer shall ensure that each relevant Data Subject receives clear and appropriate written notice, where required under applicable Privacy Laws, covering at least the following: (a) Customer's use of the Products and any data or information from Third-Party Providers integrated in or with the Products, and any applicable Third Party Terms, including the resulting collection, use, processing and disclosure to Mobilisights, Third-Party Providers and/or any other Third Parties engaged to assist in the provision of the Products, of Customer Data (including any Personal Data relating to Vehicle operators, Data Subjects or other impacted individuals such as passengers); (b) the fact that Vehicles are equipped with telematics systems, including Equipment and/or Third-Party Devices, that continuously collect and transmit data (including Personal Data), which may include information regarding Vehicle location, operation, diagnostics (including trouble codes), maintenance, odometer readings, vehicle identification number, precise location, heading, seatbelt use, hard braking, turning, acceleration, safety systems information, fluid levels and tire pressures; and (c) that such data may be continuously collected from Vehicles, including in certain cases when the Vehicles are not running, and may be made available to Customer, relevant Third-Party Providers, Mobilisights and/or its Affiliates in accordance with the Contractual Documentation and applicable Privacy Laws.

11.4 Consents and retention. Without prejudice to Clause 11.1, Customer shall: (a) obtain any approvals, permissions or authorizations necessary under applicable Privacy Laws to ensure that Mobilisights' and its Affiliates' rights and privileges under these T&Cs and their privacy and data protection policies are effective with respect to each applicable Data Subject; (b) keep an accurate record or appropriate tracking of all Consents obtained, for the duration of the applicable Order plus a period of one (1) year after the expiry or termination of that Order (the "Consent Retention Period"), unless a different retention period is required under applicable Privacy Laws; and (c) promptly provide Mobilisights, upon written request during the Consent Retention Period, with an accurate copy of any relevant consent or set of consents relating to the processing of Personal Data in connection with the Products.

11.5 Data Subjects rights. Customer shall establish, implement and maintain, at all relevant times, policies, procedures and appropriate technical and organizational measures to enable Customer to receive, process, respond to and document Data Subjects Requests as required by articles 15–21 of the GDPR and other applicable Privacy Laws, and in a manner consistent with any reasonable requirements or guidance communicated or made available by Mobilisights from time to time. Customer shall ensure that Data Subjects can exercise their rights in relation to Personal Data processed through the Products, and shall cooperate with Mobilisights as reasonably necessary to facilitate compliance with applicable Privacy Laws.

11.6 Collection and Use of Information; Aggregated Data. Customer acknowledges that Mobilisights and/or its Affiliates and licensors may compile, generate, store, process, access, modify and otherwise use Aggregated Data generated through Customer's and Users' use of the Products (i) to monitor, support and improve the Products; (ii) to develop new products and services of Mobilisights and/or its Affiliates; and (iii) for any other lawful purpose. Mobilisights and/or its licensors shall own all right, title and interest in and to Aggregated Data. Mobilisights will not attempt to re-associate Aggregated Data with a specific entity, individual, Customer or any of its Affiliates without Customer's consent, unless required by law, by order of a competent authority, or to address safety, security or troubleshooting issues affecting the Products or Customers. For the avoidance of doubt, Aggregated Data is not Confidential Information of Customer.

12. REPRESENTATIONS AND WARRANTIES

12.1 Customer Representations and Warranties. Customer represents, warrants and covenants, as of the Effective Date and throughout the Term and any applicable survival periods, that: (a) it has full right, power and authority to enter into these T&Cs and to perform its obligations hereunder; (b) the execution, delivery and performance of these T&Cs and any Order do not and will not violate the terms of any existing agreement or other binding obligation to which Customer is a party or by which it is otherwise bound; (c) Customer has and will maintain all rights and authorizations necessary to access and use the Products and to receive the rights granted by Mobilisights under these T&Cs and the applicable Orders; (d) Customer will, in its access to and use of the Products and Customer Data, at all times comply with all laws and applicable Privacy Laws; and (e) none of Customer, its Affiliates or its service providers will, in connection with the Products and Services, engage in any conduct that is reasonably likely to be prejudicial or harmful to the interests, products, services, image, goodwill or reputation of Mobilisights or any of its Affiliates.

12.2 Mobilisights' Disclaimer. The Products as well as any Customer Data, Materials and other data or information made available by Mobilisights under these T&Cs, are provided "as is" and "as available", except as expressly set forth in the Equipment Warranty and any other express warranty statement incorporated into the Contractual Documentation. Without limiting the generality of the foregoing, Mobilisights, its Affiliates and their licensors, suppliers, representatives and Authorized Installers disclaim any and all representations and warranties with respect to the Products, any Customer Data, Materials or other data or information, whether express, implied, statutory or otherwise, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement; (b) any warranty arising from course of dealing, usage or trade practice; and (c) any warranty that the Products, any Customer Data, Materials or other data or information provided by Mobilisights will meet Customer's or any other person's requirements, be available without interruption, achieve any intended result, be compatible or work with any other goods, products, services, equipment, software, technology, information or materials, or be secure, accurate, complete, free of harmful code or error-free.

13. INDEMNIFICATION

13.1. Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable legal fees) arising out of or in connection with the Indemnifying Party's (i) material breach of these T&Cs or an applicable Order, including the Materials and any Third Party Terms, to the extent such breach is attributable to it pursuant to applicable law (ii) gross negligence or willful misconduct in connection with performance under these T&Cs or an Order or (iii) infringement or misappropriation of a Third Party's Intellectual Property Rights arising from, relating to or in connection with the grant of any Intellectual Property Right license to the Indemnified Party, provided that the Indemnified Party's usage of the Intellectual Property Right is on a fully authorized basis and as specified in these T&Cs or Order.

13.2. Customer indemnification. Customer shall, on behalf of itself and its Affiliates and service providers, defend (at Mobilisights' sole option), indemnify and hold harmless Mobilisights, its Affiliates, and their respective employees, directors, officers, members, managers, shareholders, successors and assigns (the "**Indemnified Parties**") from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) arising out of or in connection with: (a) any Security Incident to the extent attributable to Customer, its Affiliates, its contractors or any of their respective employees, contractors or agents; and (b) any claim or allegation arising out of or in connection with the access to or use of a Vehicle by a Vehicle End User.

13.3. Indemnification procedure. If an Indemnified Party is the subject of any Third-party claim for which it seeks indemnification under this Clause 13, the Indemnified Party may either (i) defend such claim itself, or (ii) tender the defense of such claim to Customer. If the Indemnified Party tenders the defense of any claim to Customer, Customer shall assume and diligently conduct such defense and shall not enter into any settlement, discharge, admission of liability or compromise in respect of such claim without the Indemnified Party's prior written consent. If an Indemnified Party elects to defend a Third-Party claim that is subject to Clause 10 above, then: (a) the Indemnified Party may independently control the defense and settlement of that claim; and (b) Customer shall, at its own cost, reasonably cooperate with and assist the Indemnified Party in the defense of that claim. An Indemnified Party may participate in Customer's defense of a claim at the Indemnified Party's own cost. If an Indemnified Party elects to defend itself against a third-party claim that is subject to Clause 10 above, Customer shall directly pay or reimburse, as they become due, the Indemnified Party's reasonable defense costs, including reasonable attorneys' and experts' fees.

14. CONFIDENTIALITY

14.1. Confidential Information. During the Term, either Party (a "**Disclosing Party**") may disclose its Confidential Information to the other Party (a "**Receiving Party**"). The Receiving Party shall: (a) preserve and protect the Disclosing Party's Confidential Information using at least the same degree of care that the Receiving Party uses to preserve and protect its own Confidential Information, but in no event less than a reasonable degree of care; (b) use Confidential Information only for the purpose of performing the Receiving Party's obligations or exercising its rights under these T&Cs; and (c) not disclose Confidential Information, whether directly or indirectly, to any other party, except to its representatives to the extent that they need to know the Confidential Information in order for the Receiving Party to perform its obligations or exercise its rights under these T&Cs and such representative shall have executed an agreement with Receiving Party containing terms at least as protective as those set forth in this Clause. Each Disclosing Party owns its Confidential Information and nothing in these T&Cs shall be deemed to convey any right, title, or ownership interest in and to a Disclosing Party's Confidential Information. The Receiving Party is liable for all acts and omissions of its representatives, and it shall take all commercially reasonable

measures (including via court proceedings and orders) to restrain its representatives from engaging in any unauthorized disclosure or use of Confidential Information.

14.2. Exclusions from Confidential Information. Confidential Information does not include any information that: (i) is or becomes generally available to the public or otherwise part of the public domain other than due to a breach of this these T&Cs; (ii) was lawfully known to the Receiving Party without any obligation on the part of the Receiving Party to keep it confidential; (iii) is lawfully received by the Receiving Party from any entity other than the Disclosing Party or its representatives without any obligation on the Receiving Party to keep it confidential; or (iv) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

14.3. Remedy. Any breach of this Section may cause Mobilisights to sustain irreparable harm for which it has no adequate remedy at law. For any actual or threatened breach of this Section, Mobilisights may, in addition to any other remedies it may have at law or in equity, seek injunctive or other interim relief before any competent court, including courts outside the jurisdiction designated in the governing law and venue provisions of these T&Cs, without such choice of forum being deemed a waiver of or prejudice to the exclusive jurisdiction agreed therein. This Section will continue to protect Mobilisights' Confidential Information until it is returned or permanently destroyed in accordance with these T&Cs.

15. LIMITATION OF LIABILITY

15.1. Excluded heads of loss. To the maximum extent permitted by law, Mobilisights and its Affiliates, licensors, suppliers and Authorized Installers shall not be liable under or in connection with these T&Cs (including any Order) or their subject-matter, under any legal or equitable theory (including breach of contract, tort (including negligence), product liability and strict liability), to Customer or any other person for any damages or losses consisting of: (i) increased costs, diminution in value, loss of business or production, loss of revenues, loss of profits, fines or penalties; (ii) loss of goodwill or reputational harm; (iii) use, inability to use, interruption or delay in using any hardware, software, system, data or service; (iv) loss or corruption of data, or physical or logical damage to any system, including any costs relating to the recovery, repair or reconstruction of any data, hardware or software; (v) data breach or Security Incident, including any breach of the confidentiality, integrity or availability of any Personal Data, network or system, except to the extent expressly provided for in the Contractual Documentation or required under applicable Privacy Laws; (vi) cost of replacement goods or services; or (vii) any consequential, enhanced, exemplary, incidental, indirect, punitive or special damages. These exclusions apply regardless of whether Customer was advised of the possibility of such damages or such losses were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

15.2. Overall cap on liability. To the maximum extent permitted by law, and without prejudice to the exclusions set out elsewhere in these T&Cs, the aggregate liability of Mobilisights and its Affiliates, licensors, suppliers and Authorized Installers arising out of or in connection with these T&Cs (including any Order), whether in contract, tort (including negligence), product liability or otherwise, shall in any case be limited to: (i) in respect of any claim relating to Products or Services or Orders, an amount not exceeding the Fees actually paid by Customer to Mobilisights for such Products or Services or under such Order in the twelve (12) month period immediately preceding the date on which the event giving rise to the claim occurred; and (ii) in the aggregate for all claims arising out of or in connection with these T&Cs, an amount not exceeding the total Fees actually paid by Customer to Mobilisights in the twelve (12) month period immediately preceding the date on which the event giving rise to the first such claim occurred. This limitation applies to all damages arising under any theory of liability and notwithstanding the failure of any agreed or other remedy of its essential purpose. Nothing in this Clause shall operate to exclude or limit any liability of Mobilisights for willful misconduct or, to the extent not validly waivable under applicable law, gross negligence.

16. SECURITY

16.1. Standard of care. Customer shall implement and maintain an information security program that covers all uses and processing of Customer Data and any associated Personal Data, and the systems that it uses to process such data. Customer shall ensure that these safeguards are: (i) appropriate to the harm that could result from a Security Incident, having regard to the nature of the Customer Data and Personal Data processed; (ii) at least as protective as those measures that Customer uses to protect its own Confidential Information of a sensitive nature; and (iii) in compliance with applicable law, including applicable Privacy Laws, and generally accepted privacy and security standards for similar information and systems within the global enterprise cybersecurity industry. In assessing the appropriate level of security, Customer shall take into account the risks presented by processing, in particular the risks of accidental, unauthorized or unlawful destruction, loss, alteration,

damage, disclosure of, or access to Personal Data.

16.2. Security Incidents. Customer shall promptly, effectively and diligently respond to, notify, analyze, investigate, mitigate (both cause and effects), eliminate, remediate and otherwise handle, at its sole cost and expense, any Security Incident affecting Customer Data, Personal Data or systems under Customer's control, and shall limit its effects in accordance with: (i) best practices for Security Incident response that are generally accepted in the global enterprise cybersecurity industry; and (ii) any reasonable requirements or guidance communicated or made available by Mobilisights from time to time. Customer is responsible for all costs and expenses that result from any Security Incident attributable to Customer, its Affiliates, its contractors, or Users, including costs and expenses that Mobilisights incurs in connection with such Security Incident. Any costs and expenses that Mobilisights incurs and any losses that an Indemnified Party (including Mobilisights) incurs in connection with a Security Incident attributable to Customer, its Affiliates, its contractors, or Users are deemed to be direct damages, regardless of their actual nature, and may be recovered by Mobilisights in accordance with these T&Cs (including the indemnification and limitation of liability provisions).

17. MISCELLANEOUS

17.1. Insurance. Each Party shall, at its own cost and expense (including any deductibles, retentions, self-insurance, co-insurance, premiums and claims), procure and maintain in force during the Term insurance coverage, on an occurrence basis where reasonably available, that is commercially reasonable and sufficient to cover its liabilities under these T&Cs, taking into account the nature of the Products and the risks arising from their use.

17.2. Records and audit. Mobilisights, or a recognized Third-party auditor that Mobilisights selects, may, upon reasonable prior notice and during normal business hours, examine and copy records in Customer's possession or control solely to verify Customer's compliance with these T&Cs and the relevant Orders, in accordance with applicable law and without unduly interfering with Customer's business.

17.3. Export Regulations. Customer shall fully comply with all applicable export laws and must not, directly or indirectly, export, re-export, ship or transfer any Product, technical data or derivatives thereof, or permit the shipment or transfer of the same: (i) to any country, destination or person to which such export, re-export, shipment or transfer would be prohibited under any applicable law; or (ii) to any country or destination for which the European Union, any EU Member State, the United States, or any other relevant jurisdiction requires an export license or other approval for export, without first having obtained such license or other approval, where applicable.

17.4. Compliance and prohibited uses. Customer shall not, and shall not enable, encourage or allow any User or other Third Party to, use the Products in connection with: (a) spyware, adware or other malicious programs or code; (b) counterfeit goods or items, or any activities or items that are subject to embargo under applicable law or under any U.S. or EU sanctions, export control or trade restrictions; or (c) any other illegal goods, items or activities. Customer shall promptly notify Mobilisights upon becoming aware of any actual or suspected use of the Products in violation of this Clause and shall cooperate with Mobilisights in any remedial or enforcement measures that Mobilisights may reasonably require.

17.5. Code of Conduct and policies. Customer shall comply with the Stellantis Group Code of Conduct, as updated from time to time, and with all other reasonable and applicable policies and procedures of Mobilisights, including any anti-bribery and corruption policies, information security policies, acceptable use policies and export control/sanctions policies, as made available or notified by Mobilisights to Customer. Customer shall ensure that its employees, contractors and other representatives involved in the access to, use or support of the Products also comply with the Stellantis Group Code of Conduct and such policies whenever they act in connection with these T&Cs or any Order.

17.6. No third-party beneficiaries. These T&Cs are made solely and specifically among and for the benefit of the Parties hereto and the specific persons and entities expressly identified in these T&Cs as entitled to indemnification or other benefits. Except for those persons or entities so identified, no other person or entity, including any Reseller or any other Third Party, will have any rights, interests or claims under, or be entitled to any benefits on account of, these T&Cs as a Third-party beneficiary or otherwise.

17.7. No waiver. The failure of either Party at any time to enforce any provision of these T&Cs shall not be deemed a waiver of such provision or of that Party's right to enforce such provision in the future. Any waiver shall be valid only if set forth in a written instrument signed by the Party granting such waiver.

17.8. Force Majeure. If a Force Majeure Event prevents a Party from complying with one or more of its obligations under

these T&Cs or any Order, such non-compliance shall not constitute a breach, provided that the impacted Party promptly notifies the other Party of the nature, effects and expected duration of the Force Majeure Event. For the purposes of these T&Cs, a **“Force Majeure Event”** means, with respect to a Party, any event or circumstance, whether foreseeable or unforeseeable, that was not caused by that Party and is beyond its reasonable control, including: (a) severe weather events, natural disasters or other acts of God (such as hurricanes, tropical storms, floods or earthquakes); (b) fire or explosion; (c) war, invasion, hostility, terrorist act or threat, or civil unrest; (d) pandemic, epidemic or quarantine; (e) changes in law, expropriation, eminent domain, condemnation, embargo or other government action or order; (f) organized labor activity (such as strikes, work stoppages or work slowdowns); (g) outages or degradation in the quality or performance of Internet, telephone, data (wireline or wireless) or other telecommunications services, or power outages or shortages; or (h) any similar event or circumstance.

17.9. Severability. Whenever possible, each provision of these T&Cs shall be interpreted so as to be effective and valid under applicable law. If any provision of these T&Cs is prohibited by or invalid under any such law, such provision shall be limited to the minimum extent necessary to render it valid or, if such limitation is not possible, shall be deemed excised from these T&Cs. In either case, these T&Cs shall be construed and enforced as if such provision had been incorporated herein as so limited or had not been included herein, as the case may be, and shall remain in full force and effect to the maximum extent permitted by law.

17.10. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under these T&Cs or any Order, whether by operation of law, change of control or otherwise, without Mobilisights’ prior written consent. Any attempted assignment or delegation by Customer in violation of this Clause shall be null and void and of no effect and will constitute ground for Mobilisights to terminate the T&Cs and any relevant Orders for cause by simple written notice. Mobilisights may assign these T&Cs or any Order, in whole or in part, or assign any of its rights or delegate any of its obligations hereunder, to any Affiliate or to any Third Party, at its sole discretion. In addition, if Customer undergoes a change of control in favor of, or in any way submitted to the control of, a direct competitor of Mobilisights (as reasonably determined by Mobilisights), Mobilisights may, upon written notice to Customer, terminate these T&Cs and any or all then-current Orders with immediate effect or with effect from a later date specified in such notice. Subject to the foregoing, these T&Cs will bind and insure to the benefit of the Parties, their respective successors and permitted assigns.

17.11. Independent Contractors. The Parties are independent contractors and nothing in these T&Cs shall be construed as creating any relationship of employer/employee, partnership, agency, joint venture or similar relationship between the Parties. These T&Cs shall not be construed as conferring on either Party any express or implied right, power or authority to enter into any agreement or commitment, or to incur any obligation or liability, on behalf of the other Party.

17.12. Governing law and forum. These T&Cs, the Orders and all Contractual Documentation, together with any non-contractual obligations arising out of or in connection with them, and all rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of Italy. Any dispute, controversy or claim arising out of or in connection with these T&Cs, any Order and all Contractual Documentation, or the breach, termination, validity or interpretation thereof, shall be submitted to the exclusive jurisdiction of the courts of Turin, Italy. Each Party irrevocably waives any objection to the courts of Turin on grounds of improper venue or forum non conveniens and agrees not to initiate or pursue any proceedings arising out of or in connection with these T&Cs in any other jurisdiction, save where mandatory provisions of law require otherwise or expressly provided otherwise herein. If Mobilisights is the prevailing Party in any suit or action to enforce its rights or to settle any disputes under these T&Cs, Customer shall pay to Mobilisights its reasonable costs and expenses incurred in connection with such suit or action, including reasonable attorneys’ fees and expenses, to the extent permitted under applicable law.

17.13. Governing language. The governing language for these T&Cs and all related transactions, for any notices or other documents transmitted or delivered under these T&Cs, and for the negotiation and resolution of any dispute or other matter pertaining to these T&Cs between the Parties, shall be the English language. Any translated version is provided for convenience only and shall not control the meaning or application of these T&Cs. If there is any conflict between the provisions of any notice or document and an English version of such notice or document (including these T&Cs), the provisions of the English version will prevail. Customer waives any right it may have under any applicable law to have these T&Cs drafted in any language other than English.

17.14. Survival. The provisions of these T&Cs that by their nature or context are intended to survive the expiration or termination of these T&Cs, including without limitation provisions relating to Fees and payment obligations, limitations of

liability, warranty disclaimers, indemnification, confidentiality, data protection, Aggregated Data, governing law and jurisdiction, and any licenses or rights expressly stated to survive, shall survive the expiration or termination of these T&Cs and continue in full force and effect.

17.15. Amendments. Mobilisights may amend the terms of these T&Cs and the related Contractual Documentation from time to time by providing notice to the Customer through the Software, by email, or by any other reasonable means; provided, however, that any changes relating to pricing shall be governed exclusively by the Order or other applicable separated agreements between Mobilisights and Customer, and that any amendment to these T&Cs shall not affect the provisions of the Order and/or other agreements between Mobilisights and the Customer that the T&Cs or such separate agreements deem to take precedence in the event of a conflict. Mobilisights shall use reasonable efforts to make the Customer aware of any amendment prior to its effective date. Subject to the provisions of this Clause, the Customer shall be deemed to have accepted, and hereby accepts, any amendment to these T&Cs, unless such amendment imposes commercially unreasonable disadvantages on the Customer. If an amendment materially and adversely affect the Customer's rights or obligations and Mobilisights receives a written objection within thirty (30) calendar days following the date on which notice of the amendment was received or should reasonably have come to the Customer's attention, Mobilisights may, at its sole discretion: (i) withdraw or reverse the relevant amendment, in which case the version of these T&Cs in effect immediately prior to such amendment shall continue to apply; or (ii) terminate these T&Cs, any applicable Order and the Customer's right to access and use the Products, and refund to the any prepaid fees relating to Products to be provided after Customer ultimately ceased the effective use of any Products.