

## LYTX TERMS AND CONDITIONS

**1. General.** The Solution (as defined in Section 2 below) is a third-party service provided by Lytx, Inc. (“**Lytx**”), having its principal place of business at 9785 Towne Centre Drive, San Diego, California 92121 USA. Ford Pro is an authorized reseller of the Solution and Lytx’s edge dash camera device (“**Device**”). In order to access and use the Solution with the Device, Ford Pro Customer must agree to the additional terms and conditions below (“**Lytx Terms and Conditions**”).

**2. License.** Subject to these Lytx Terms and Conditions, Lytx hereby grants to Ford Pro Customer a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to (a) remotely access Lytx’s proprietary management software, which is provided via cloud service, on a Software as a Service (SaaS) basis, including any and all improvements, corrections, updates, new releases and new versions and any related documentation (the “**Solution**”) and (b) use the Solution for Ford Pro Customer’s internal business purposes, together with Lytx’s proprietary software embedded on the Device, which communicates between the Device and the Solution. Ford Pro Customer may only use the Solution in accordance with its documentation and subject to the use limitations indicated in these Lytx Terms and Conditions.

**3. Device.** The Solution makes use of the Device and processes data on the Device, in accordance with the settings selected by Ford Pro and/or Ford Pro Customer. The Device is subject to the usage documentation applicable to it, if any. Ford Pro Customer and Customer Users (as defined below) shall use the Device in accordance with applicable documentation and in compliance with all applicable laws, ordinances, regulations, government authorizations, and orders, including applicable privacy, labor, road safety, and transportation laws (collectively, “**Laws**”). For purposes of these Lytx Terms and Conditions, “**Customer User**” means any occupant of a vehicle, including a driver, in which the Device is installed and any individual accessing, configuring or otherwise using the Device(s) and Solution through Ford Pro Customer.

**4. Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Lytx, Ford Pro Customer shall not, and shall not allow any Customer User or any third party to, directly or indirectly: (a) copy, modify, create derivative works of or distribute any part of the Solution (including by incorporation into its products); (b) sell, license (or sub-license), lease, assign, transfer, pledge, or share Ford Pro Customer’s rights under these Lytx Terms and Conditions with any third party; (c) use any “open source” or “copyleft software” in a manner that would require Lytx to disclose the source code of the Solution to any third party; (d) disclose the results of any testing or benchmarking of the Solution to any third party; (e) disassemble, decompile, reverse engineer or attempt to discover the Solution’s source code or underlying algorithms; (f) use the Solution in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (g) remove or alter any trademarks or other proprietary notices related to the Solution; (h)

circumvent, disable or otherwise interfere with security-related features of the Solution or features that enforce use limitations; (i) export, make available or use the Solution in any manner prohibited by Laws, including without limitation export control and sanctions Laws which prohibit the use of the Solution in sanctioned countries (currently, Cuba, Iran, North Korea, Syria, the Donetsk People’s Republic region, the Luhansk People’s Republic region, and the Crimea region); and/or (j) knowingly transmit any malicious code (e.g., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Solution. Lytx may terminate Ford Pro Customer’s access to the Solution, in the event that Ford Pro Customer breaches the provisions of this Section 4.

### **5. Ford Pro Customer as Controller.**

5.1 Ford Pro Customer determines the purposes for which the Solution is used and the means to collect data from the Devices through the settings of each Device. Ford Pro Customer agrees to comply with all Laws relating to privacy and the protection of personal data in any relevant jurisdiction worldwide, including (without limitation): the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (“**CPRA**”); the General Data Protection Regulation (“**GDPR**”); any local, state, or federal privacy Laws or guidelines applicable to the use of videos, cameras, or video surveillance; and any implementing or successor legislation to the foregoing; as well as any amendments and/or re-enactments of the foregoing.

5.2 IT IS FORD PRO CUSTOMER’S RESPONSIBILITY AND DUTY TO INFORM CUSTOMER USERS OF (a) THE EXISTENCE OF THE DEVICE, (b) THE NATURE OF THE SOLUTION AND THE VIDEOS AND DATA COLLECTED BY THE SOLUTION, AND (c) CUSTOMER USERS’ RIGHTS AND OBLIGATIONS ACCORDING TO ANY LAWS. WHEREVER AN EXPLICIT CONSENT OF A PERSON IS REQUIRED FOR FORD PRO CUSTOMER’S USE OF THE SOLUTION ACCORDING TO ANY LAWS, IT IS FORD PRO CUSTOMER’S RESPONSIBILITY TO ATTAIN SUCH CONSENT FROM THE PERSON, IN THE FORM AND TO THE EXTENT REQUIRED.

5.3 IF FORD PRO CUSTOMER IS AN EMPLOYER AND MAKES USE OF THE DEVICES AND THE SOLUTION WITH RESPECT TO ITS EMPLOYEES OR CONTRACTORS, FORD PRO CUSTOMER REPRESENTS AND WARRANTS THAT FORD PRO CUSTOMER’S USE OF THE DEVICES AND THE SOLUTION COMPLIES WITH ALL APPLICABLE LAWS, INCLUDING LABOR LAWS, PRIVACY LAWS, AND VIDEO-RELATED REGULATIONS.

### **6. Data.**

6.1 All data captured through Ford Pro Customer’s use of the Solution or the Devices or otherwise provided by Ford Pro Customer to the Solution or the Devices (e.g. data entered into the

application), as well as all personal data relating to Ford Pro Customer or Customer Users (regardless of whether such personal data has been further processed or analyzed by Lytx), is “**Customer Data.**” As between Lytx, Ford Pro, and Ford Pro Customer, Ford Pro Customer shall own its Customer Data. Customer Data does not, however, include any Device Technical Information. “**Device Technical Information**” means Device technical information (such as Device identifiers, status information, and other technical information that is routinely uploaded) or insights and other information, data, or content (such as locations of road signs and traffic signals) that has been calculated, processed, or derived from Customer Data, including, without limitation, through the use of algorithms, all of which are owned by Lytx and may be shared and retained by Lytx for its own business purposes. Device Technical Information shall not be derived (directly or indirectly) from or contain personal data.

6.2 Ford Pro Customer hereby grants Lytx the right to access, use, and disclose Customer Data as follows: (a) Lytx may process Customer Data as necessary to fulfill its obligations as a subprocessor or service provider (as such or similar terms are defined by Laws) for the provision of services as specified herein, including, without limitation, the provision of the Solution and the Devices; (b) Ford Pro Customer hereby instructs Lytx to deidentify Customer Data that contains or was derived from personal data, and Lytx may use such deidentified data solely for purposes of providing the Solution to Ford Pro Customer, ensuring the security of the Solution and the Devices, ensuring the integrity of Customer Data, or improving the Solution or the Devices provided to Ford Pro Customer, provided that Lytx shall comply with Laws with respect to deidentified data, including by not, and not permitting a third party to, attempting to reidentify any deidentified Customer Data except to the extent reidentification is expressly permitted by Laws and provided that such purposes shall be permitted only for the term of the Ford Pro Customer’s subscription for the Solution; (c) Lytx may use Customer Data that does not contain and was not derived (directly or indirectly) from personal data for any other lawful business purpose (and such right shall survive termination or expiration of the Ford Pro Customer Agreement).

6.3 Lytx may collect, use and retain Device Technical Information, for its own business purposes, including sale of same, provided that Device Technical Information does not identify Ford Pro Customer.

**7. Intellectual Property Rights.** The Solution is licensed and not sold and is Lytx’s property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Solution and Lytx’s proprietary software embedded on the Devices, and any and all improvements and derivative works thereof, are and shall remain owned solely by Lytx or its licensors. These Lytx Terms and Conditions do not convey to Ford Pro Customer any interest in or to the Solution other than a limited right to use the Solution in accordance with these Lytx Terms and Conditions. Nothing herein constitutes a waiver of Lytx’s intellectual property rights under any Laws.

## **8. Disclaimer.**

8.1 TO THE EXTENT PERMITTED BY LAWS, THE SOLUTION IS PROVIDED ON AN “AS IS” BASIS BY LYTX TO FORD PRO CUSTOMER. LYTX DOES NOT PROVIDE FORD PRO CUSTOMER WITH ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY; AND, TO THE EXTENT PERMITTED BY LAWS, LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS MAKE NO WARRANTY THAT (A) THE SOLUTION WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, (B) THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, (C) ALL DEFECTS IN THE SOLUTION OR THE DEVICES CAN BE CORRECTED, OR (D) ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE SOLUTION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LYTX MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CUSTOMER DATA CAPTURED. FORD PRO CUSTOMER ACKNOWLEDGES THAT FACTORS SUCH AS CAMERA ANGLE, VIEW OBSTRUCTION, POWER SUPPLY, DEVICE FAILURE, AND OTHER CONDITIONS CAN RESULT IN DATA LOSS, AND LYTX DISCLAIMS ALL LIABILITY RELATING TO FORD PRO CUSTOMER’S LOSS OF CUSTOMER DATA IN CONNECTION THEREWITH. FURTHER, NEITHER LYTX NOR ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SOLUTION OR ASSOCIATED NETWORK COVERAGE (E.G. CELLULAR CONNECTIVITY) WILL BE CONTINUOUS OR UNINTERRUPTED. FORD PRO CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DEVICE AND THE SOLUTION ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE, OR IMPAIRED BY FATIGUE, DRUGS, OR ALCOHOL. WHETHER THE DEVICE IS IN USE OR NOT, THE DRIVER IS RESPONSIBLE TO AVOID A COLLISION. DRIVERS SHOULD NEVER WAIT FOR THE DEVICE TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT. FAILURE TO DO SO CAN RESULT IN SERIOUS PERSONAL INJURY OR DEATH OR SEVERE PROPERTY DAMAGE, AND LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS DISCLAIM ANY AND ALL LIABILITY RELATING TO ANY SUCH ACTIONS. FORD PRO CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS,

AGENTS, AND EMPLOYEES HARMLESS FROM ALL DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RELATING TO THE ACTION OR INACTION OF CUSTOMER USERS.

8.2 LYTX'S ABILITY TO PROVIDE THE SOLUTION IS SUBJECT TO AVAILABILITY OF CELLULAR CONNECTIVITY TO THE DEVICE. FORD PRO CUSTOMER ACKNOWLEDGES THAT THE SOLUTION IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF APPLICABLE CELLULAR NETWORKS AND FORD PRO CUSTOMER'S SERVICE AREA. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF CARRIER'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE SOLUTION. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND CARRIER AND LYTX MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND NEITHER CARRIER NOR LYTX WILL BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. IF CELLULAR CONNECTIVITY IS INCLUDED WITH FORD PRO CUSTOMER'S SUBSCRIPTION TO THE SOLUTION, FORD PRO CUSTOMER UNDERSTANDS AND AGREES THAT FORD PRO CUSTOMER: (a) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER WITH RESPECT TO THE SOLUTION; (b) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LYTX AND THE UNDERLYING CARRIER; (c) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO FORD PRO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE WITH RESPECT TO CELLULAR CONNECTIVITY FOR THE CAMERA SOLUTION; (d) THAT DATA TRANSMISSIONS MAY BE DELAYED, DELETED, OR NOT DELIVERED; AND (e) THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SOLUTION OR THE DEVICE.

8.3 FOR THE AVOIDANCE OF DOUBT, REFERENCES TO "DISTRIBUTORS" IN THIS SECTION 8 AND ELSEWHERE IN THESE LYTX TERMS AND CONDITIONS INCLUDE FORD PRO.

**9. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAWS, IN NO EVENT SHALL LYTX OR ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SOLUTION OR THE DEVICE. UNDER NO CIRCUMSTANCES WILL LYTX BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SOLUTION, THE DEVICES, FORD PRO CUSTOMER'S ACCOUNT, OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAWS, LYTX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES FROM THE SOLUTION OR RESULTS THAT ARE OBTAINED FROM USE OF THE SOLUTION (E.G., DATA, INFORMATION, LOCATION, DRIVING BEHAVIOR, SPEEDING, CRASHES, ETC.); (II) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM FORD PRO CUSTOMER'S ACCESS TO OR USE OF THE SOLUTION; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF LYTX'S SERVERS AND/OR ANY AND ALL PERSONAL DATA STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOLUTION; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SOLUTION BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SOLUTION; (VII) DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF FORD PRO CUSTOMER OR ANY PERSON OR THIRD PARTY; AND/OR (VIII) ANY ACTION OR INACTION OF THIRD PARTIES. IN NO EVENT SHALL LYTX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO FORD PRO CUSTOMER OR ANY PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE FEES PAID BY FORD PRO CUSTOMER IN RESPECT TO THE DEVICES AND THE SOLUTION DURING THE ONE-YEAR PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY SECTION APPLIES

WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF LYTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAWS IN THE APPLICABLE JURISDICTION. FORD PRO CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS SECTION 9 DOES NOT LIMIT THE LIMITATION OF LIABILITY TERMS IN THE FORD PRO CUSTOMER AGREEMENT.

**10. Indemnification.** Without limiting Ford Pro Customer's indemnification and other obligations under the Ford Pro Customer Agreement, Ford Pro Customer agrees to defend, indemnify, and hold harmless Lytx and its affiliates and its and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from (a) Ford Pro Customer's breach of these Lytx Terms and Conditions or any Laws; or (b) Ford Pro Customer's violation of any third party right through Ford Pro Customer's use of the Devices or the Solution in a manner inconsistent with these Lytx Terms and Conditions or not permitted by Laws, including, without limitation, any privacy rights, employment and labor rights, or copyright and other intellectual property rights. Without derogating from or excusing Ford Pro Customer's obligations under this Section 10, Lytx reserves the right, but is not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by Ford Pro Customer if Ford Pro Customer chooses not to defend or settle it. Ford Pro Customer agrees not to settle any matter subject to an indemnification by Ford Pro Customer pursuant to this Section 10 without first obtaining Lytx's express written approval.

**11. Third Party Beneficiary.** Ford Pro Customer acknowledges and agrees that Lytx is a third-party beneficiary to the Ford Pro Customer Agreement solely for purposes of these Lytx Terms and Conditions and that Lytx will have the right to enforce these Lytx Terms and Conditions against Ford Pro Customer as a third-party beneficiary thereto.