

Lytx Inc. Terms

Customer Agreement

Re: Use of Surfsight

Whereas, the "**Customer**" (as detailed in the Proposal) purchased a license to use Surfsight solution ("**Surfsight**") personally or for the use of its staff from Optix Australasia Pty Ltd ("**Distributor**"); and

Whereas, Surfsight is intended to be connected to vehicles used by Customer's staff (the "**Customer Users**") and serve the Customer for purposes defined by the Customer; and

Whereas the Customer is aware that Surfsight is provided via cloud service, on a Software as a Service (SaaS) basis, by Lytx, Inc., having its principal place of business at 9785 Towne Centre Drive, San Diego, California 92121 USA ("**Company**"), and that in order to enable the use of Surfsight by the Customer and any of the Customer Users, Company provides certain services related to Surfsight (the "**Company Services**").

The Customer declares and agrees as follows:

1. The Customer has been advised that the use of Surfsight is subject to the Company's End User License Agreement (<https://surfsight.net/eula>) and Privacy Policy (<https://surfsight.net/privacy>) (the "**Company Documents**") and hereby agrees to be bound by the terms of the Company Documents. Further, Customer represents and warrants that any Customer User with "administrator" permissions has the necessary authority to act on behalf of Customer, including without limitation the authority to agree to the End User License Agreement or other Company Documents.
2. The Customer is aware that as part of its use of Surfsight, certain personal information about the Customer Users will be collected. The Customer determines the purposes and means of the processing of such personal information. Therefore, the Customer hereby declares that the Customer assumes all the responsibility toward the Customer Users as the entity controlling their personal information pursuant to any applicable privacy and data protection laws.
3. The Customer is also aware that as part of its use of Surfsight, Company may obtain and/or collect personal information about Customer Users on behalf of the Customer and that Company may use that information for the purpose of providing the Company Services and as described in the Company Documents. The Customer hereby acknowledges that with respect to the processing of personal data, Customer is the data controller and Company is a data processor.
4. The Customer at its sole discretion determines who will become a Customer User. Therefore, Customer undertakes to (i) inform such Customer Users that Company may collect and process personal information about them; and (ii) provide such Customer Users with a prominent and clear reference to Customer's Privacy Policy and Surfsight Privacy Policy, as well as a sufficient opportunity to ask questions and receive clarifications in relation to such documents and shall bear the sole responsibility and liability towards such Customer Users with respect to failure to comply with the above or with any privacy and data protection laws.
5. The Customer hereby releases Company from any liability for any allegations that may be related to Company failing to provide the Customer Users a proper disclosure about the collection and processing of their personal information by Company or failing to obtain their consent, if needed, in relation to such processing.
6. The allocation of responsibility between the Customer and Company in relation to the personal data collected during the use of Company shall be as detailed in the Company's End User License Agreement (<https://surfsight.net/eula>).

7. Customer represents and warrants that Customer, and all Customer Users, are not the subject or target of sanctions or restrictions under applicable Sanctions Laws, including: (i) any person or entity listed on any U.S. or non-U.S. sanctions- or export-related restricted or prohibited party list, including OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identifications List, the United Nations Security Council Consolidated List, the EU Consolidated List and the Consolidated List of Financial Sanctions Targets in the UK; (ii) any person or entity that is, in the aggregate, fifty (50) percent or greater owned, directly or indirectly, or otherwise controlled by one or more persons or entities described in clause (i); or (iii) any national of a Sanctioned Country. Further, Customer represents and warrants the Solution shall not be deployed or used in any Sanctioned Country. "**Sanction Laws**" means all U.S. and non-U.S. laws or regulations relating to economic or trade sanctions, including but not limited to the laws and regulations administered or enforced by the United States (including by the U.S. Department of the Treasury, Office of Foreign Assets Control ("**OFAC**") or the U.S. Department of State), the United Nations Security Council, the European Union and Her Majesty's Treasury of the United Kingdom. "**Sanctioned Country**" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (as of the date hereof, Cuba, Iran, North Korea, Venezuela, Syria, and the Crimea region of Ukraine).
8. Customer appoints _____ with email address _____ as its administrator for the use of Surfsight, and requests that Company provides him/her with full administrator permissions and access to all Customer's data on Surfsight, including personal information about Customer Users and the ability to define additional users for Surfsight and their respective permissions.