

Lytx Inc. Terms

1. SCOPE

- 1.1 Description of Managed Services. As part of Managed Services, Lytx will provide Customer remote access to Lytx's data centre via in-bound internet connectivity, providing access to Customer's Data and the hosted Software applications licensed hereunder in order to view driving behaviours captured by Customer's VERs and the related assessments performed by Lytx, to the extent purchased hereunder. Extra charges may apply for manually triggered events, real-time cellular downloads, clip review, additional data feeds and reports, and certain settings, as set forth in an applicable purchase order. Lytx shall provide Customer access to monthly and weekly reports (by driver, site, and company) including feedback on Customer driving to the extent purchased hereunder. Lytx will provide remote program management services whereby Lytx shall make reporting available related to (i) the operational status of the VERs and daily flow of driving events from the Customer's VERs to Lytx's server(s); and (ii) Customer's Managed Services' key performance indicators. Lytx retains the right, in its sole discretion, to update the VER firmware and adjust the VER settings, including, but not limited, to clip length, clip compression and sensitivity of VER accelerometers and sensors, as determined by Lytx to be necessary to provide the Services hereunder.
- 1.2 Customer Configurations. Customer assumes all responsibility for choosing and maintaining the Customer configurations utilized by Customer in connection with the Products and Services, including, without limitation, permission hierarchies and any customer-managed settings, and Lytx expressly disclaims any and all liability for any damages resulting therefrom.

2. ONSITE EQUIPMENT; ACCESS

- 2.1 Onsite Equipment. Prior to commencing any Managed Services, Customer shall obtain and make available for use with such Managed Services the third-party hardware and peripherals ("Onsite Equipment"), as identified by Lytx or Reseller.
- 2.2 Access. Customer agrees to provide Lytx or Reseller with access (including, without limitation, remote access) to Customer personnel, facilities, and equipment (including the Products) as reasonably necessary for Lytx or Reseller to provide the Managed Services.

3. ON-GOING SERVICES

- 3.1 Managed Services and Data; Suspension. Subject to Customer's compliance with the terms and conditions of this Exhibit and Reseller's compliance with the terms and conditions of the Agreement, Lytx shall use commercially reasonable efforts to provide the Managed Services to Customer. Lytx shall retain sole control over the manner and means by which it performs the Managed Services and may engage third parties in the performance of its obligations hereunder. If Customer or Reseller fails to pay any amounts due hereunder, Lytx may immediately suspend the Managed Services; upon receipt by Lytx of all such delinquent amounts Lytx will re-institute the Managed Services.
- 3.2 Remote Access to Results. Subject to Customer's compliance with the terms and conditions of this Exhibit and Reseller's compliance with the terms and conditions of the Agreement, Customer shall have remote in-bound internet access to the Data which are hosted on computer hardware servers controlled by Lytx and located at Lytx's Managed Services facilities ("Lytx Servers"). To access such Data remotely, Customer will be assigned one or more user accounts and related user identification numbers at Lytx's reasonable discretion (collectively, "User IDs") and passwords. Customer may allow any Customer employee designated by Customer (each, an "End User") to remotely access such Data; provided, that, by using the Services, Customer and such End User agree to the terms of use posted on the website used to access the Services (currently, <https://online.drivecam.com>). Customer may have only as many User IDs activated at any one time as the number of End Users as reasonably determined by Lytx. No User ID may be shared by more than one End User. Each of Reseller and Customer acknowledges that Lytx may track the number of active User IDs and to disallow use by more than the authorized number of User IDs.

- 3.3 Training Services. As specified on an applicable purchase order, Reseller shall use commercially reasonable efforts to provide Customer with reasonable direction and initial training with respect to the features, functionality, use and operation of the Products and the Managed Services. Customer shall ensure that all personnel installing or using any Products, and/or the Managed Services receive the appropriate training offered by Reseller hereunder, are familiar with the Products and the Managed Services, and are fully qualified to carry out their duties and responsibilities.
- 3.4 Customer Assistance and Action Items. Customer and Reseller acknowledge and agree that Lytx's provision of the Managed Services and Data depends on the full and timely cooperation of the Customer and its employees, contractors, and agents. Customer shall, and shall cause its employees, contractors and agents to provide, in a timely manner and at no cost to Lytx, assistance, cooperation, information, data, feedback and other resources necessary, in Lytx's reasonable opinion, to enable Lytx to perform its obligations hereunder. Customer and Reseller acknowledge that Lytx's ability to perform its obligations under this Exhibit in a timely fashion may be affected if Customer does not fully comply with its obligations under this Section 3.4.
- 3.5 Rights to Data. As between Lytx and Customer, Customer shall own the Data captured by the Products in Customer's possession, provided that, such Products are used in accordance with the terms and conditions of this Agreement; the Data will be Customer's Confidential Information; provided that, Lytx shall have the right to use such Data (i) in connection with its performance hereunder and (ii) internally, to improve Lytx's products and services. Lytx shall have the right (which shall survive termination and expiration of this agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Lytx avoids indicating to any third party that such components were provided by, obtained from, or associated with, the Customer or Customer's drivers.

4 WARRANTY; INDEMNITY

Warranty by Customer. Customer represents and warrants that (a) Customer, and Customer's use of the Managed Services and deployment of VERs, complies with all laws, rules and regulations, including without limitation laws governing employment and privacy, (b) it has the necessary right and authority to disclose all data and information disclosed or provided by Lytx under this agreement; (c) in making such disclosure, the Customer has complied with all applicable laws and regulations regarding such disclosures; and (d) any Data disclosed by Customer, as well as any other data, content, or materials used, created, or stored in Lytx Servers, by Customer in the course of remotely accessing the Data will comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. Customer shall defend, indemnify and hold harmless Lytx from any and all damages, losses and liability incurred by Lytx as a result of any claims, demands, actions or lawsuits brought by any third party against Lytx based on a breach of the foregoing representations and warranties.

Definitions

In this document, the following definitions will apply:

<u>Agreement</u>	means the International Reseller Agreement dated 30 June 2018, as amended, between Lytx, Inc and Singrisk Services Pte Ltd, and assigned by Singrisk Services Pte Ltd to Reseller on 17 October 2023.
<u>Confidential Information</u>	means certain information and materials concerning the other party's business, plans, pricing, strategies, customers, technology, and products that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties. In addition, the terms and conditions of the Agreement shall be considered Confidential Information.
<u>Customer</u>	means the end-user customer solicited by the Reseller.
<u>Data</u>	means information, data and content captured by the Products.
<u>Documentation</u>	means the end-user manuals and related materials provided by Lytx to Reseller.

<u>Exhibit</u>	means these Lytx Terms.
<u>Hardware</u>	means VERs and associated hardware provided to Reseller.
<u>Lytx</u>	means Lytx, Inc, having its principal place of business at 9785 Towne Centre Dr, San Diego, California, 92121, U.S.A.
<u>Managed Services</u>	means the services described in this Exhibit.
<u>Product/s</u>	means the specific Software, Documentation, Hardware and other products.
<u>Reseller</u>	means Optix Australasia Pty Ltd ACN 113 677 473, having its principal place of business at 1/79 Dover Drive, Burleigh Heads, Queensland 4220, Australia.
<u>Services</u>	means Managed Services.
<u>Software</u>	means the software provided to Reseller by Lytx under this Agreement in machine executable object code format only, including, without limitation, the operating software embedded in the Hardware, the Hindsight 20/20 software and any software made available by Lytx for use by Customer on a website hosted by or on behalf of Lytx, and any Updates thereto.
<u>Updates</u>	means error corrections and bug fixes that Lytx makes generally available, free of charge, to customers who have purchased a Product, but excluding new versions of the Software that contain significant new features or functionality, as determined by Lytx in its sole discretion.
<u>VER</u>	means a Lytx video event recorder.

Any other capitalised terms included in this document that are not defined above are defined in the Hardware & Services Agreement.