

TERMS AND CONDITIONS OF PRODUCTS AND SERVICES (“TERMS”)

1. Acceptance of Terms. These Terms are applicable to the provision of any and all Products and Services, provided by Global Traffic Technologies, LLC, Global Traffic Technologies Canada, Inc. (“GTT”) or its subcontracts to the Customer (hereinafter referred to a “Party” and collectively as the “Parties”). These Terms are applicable to any Master Service Agreement (“MSA”), Schedule, quote, proposal and/or any documents incorporated by reference herein (“Contract Documents”). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer purchasing Products and/or Services and GTT, unless otherwise agreed to by the parties in a signed agreement. GTT expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer’s acceptance of Products and/or Services will constitute its acceptance of these Terms. GTT reserves the right to update these Terms and any document referenced herein at any time.

2. Orders. A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by GTT issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.

3. PRICE, BILLING AND PAYMENT. GTT reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.

A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).

B. Unless otherwise indicated by GTT, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on GTT’s income. If GTT does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay GTT or such taxing authority if requested by GTT. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to GTT prior to invoicing or GTT will charge such taxes or duties to Customer.

C. GTT does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of GTT’s invoice, unless otherwise agreed to in writing by GTT; provided however, GTT may require payment in advance if in GTT’s reasonable opinion,

Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. GTT may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Customer will pay any collection costs incurred by GTT to collect payment from Customer, including reasonable attorneys' fees.

D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, GTT may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim Customer may have.

4. Delivery. GTT will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and GTT is not be liable for any damages or costs resulting from delays in delivery. If GTT deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.

A. Sales within U.S./Canada. GTT will arrange for transportation of all Products and GTT will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what GTT would normally provide.

B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from GTT's facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.

C. Title and Risk of Loss. Products are deemed accepted upon shipment. Title and risk of loss or damage to the Products or any part of the Products will pass to Customer upon shipment and Customer will be responsible for filing any damage claims with the carrier.

D. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with GTT's Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies GTT of any Product loss or damage, GTT may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.

5. Software.

A. **Federal Government End User.** This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that the Software qualifies as “commercial” computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government’s use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government’s needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to GTT.

B. **Customer Responsibility.** Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the Software.

C. **Software Performance and Limited Warranty.** GTT represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives GTT written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in GTT’s reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than GTT or a party acting under GTT’s control or direction; and (iii) Customer is in compliance with these Terms. For any breach of the foregoing warranty, Customer’s sole and exclusive remedy shall be as follows: (a) GTT will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if GTT is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and GTT shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. GTT’s warranty (including without limitation any extended warranty) applies solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

D. **Viruses and Disabling Codes.** GTT represents and warrants that to the best of GTT’s knowledge, the Software shall not contain viruses, worms, or spyware

(collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that GTT reserves the right to remotely prevent access to and/or use of the Software in the event that (i) GTT becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall GTT be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, GTT employed commercially-reasonable measures, consistent with the standards of GTT's industry, to detect such Malicious Code in order to prevent its introduction into the Software.

E. Audit Rights. Customer shall, while using GTT's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of GTT, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow GTT to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.

6. Hazardous Materials. Customer acknowledges that certain materials provided by GTT may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on GTT, except as to the accuracy of special safety information furnished by GTT), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold GTT harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from GTT's failure to meet its written specifications or the inaccuracy of safety information furnished by GTT.

7. Warranty. GTT warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. GTT warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of GTT's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the Customer. All claims for non-conformance are returned to GTT. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFOREMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND GTT DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. No employee or agent of GTT, other than an officer of GTT by way of a signed writing, is authorized to make any warranty in addition to the foregoing. Extended warranties may be available upon request.

8. Limitation of Liability. IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. GTT SHALL ALSO NOT BE LIABLE for any personal injury, wrongful death or property damages caused by or arising from any alleged defect, non-conformance, or failure of its systems to function, operate or perform, whether asserted in warranty, contract, tort or other theory of liability.

IN ANY EVENT, GTT SHALL BE SOLELY LIABLE FOR ACTUAL DAMAGES CAUSED BY GTT'S BREACH AND GTT'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO GTT PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL GTT BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. No action, regardless of form, arising out of or alleging either a breach of any warranty or a breach of any contractual term or legal duty by GTT may be brought more than one year after the cause of action accrues.

9. Suspension. Without waiving any other rights or remedies, GTT may suspend performance here under and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) GTT reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) GTT is entitled to terminate this Agreement for cause.

10. Proprietary Rights. GTT and its licensors will retain all intellectual property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including GTT rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against GTT or GTT's customers any patent rights

that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.

11. Resale. Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to GTT that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Customer that is an authorized GTT dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to GTT's acceptance of an Order.

12. Compliance with Laws/Anti-Corruption. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, GTT, or their affiliates to violate any Laws.

A. Products and Services will comply with applicable federal legal requirements in the United States and Canada. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, Customer is solely responsible for identifying all such requirements to GTT in writing.

13. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.

A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; or (d) is independently developed by Receiving Party without reference to or use of Confidential Information.

B. Receiving Party Obligations. The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own

Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a “need to know”; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party’s request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.

14. GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES. The Order and these Terms will be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Ramsey County, Minnesota. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If GTT substantially prevails in any dispute, Customer will pay all reasonable costs incurred by GTT, including but not limited to collection costs, attorneys’ fees and costs of legal action.

15. Force Majeure. GTT will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent GTT from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes (“Force Majeure Event”). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If GTT’s costs are increased as a result of such Force Majeure Event, GTT may increase pricing upon written notice to Customer.

GTT reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) are port of an outage or disruption that is later determined to be unrelated to GTT’s Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer’s (or Customer’s other suppliers’) removal of Products or negligence.

16. Technology Requirements.

A. If GTT's North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.

B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.

1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.

C. In instances where GTT is providing PCaaS or any ongoing services requiring remote access, GTT assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a GTT-provided cellular data plan has been included amongst the listed services.

17. Miscellaneous. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. GTT's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.

18. Services. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes

integration of GTT's Products with third party products, unless otherwise agreed to in writing by GTT. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without GTT's written consent; (2) use of parts and/or supplies not approved by GTT for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to GTT's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by GTT; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of GTT.

B. GTT's performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within GTT's published specifications; (3) maintaining the Product in conformance with GTT's maintenance standards; (4) properly maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.

C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that GTT shall not be liable for any costs, expenses or damages arising from such work.

19. Replacement Parts. In performing PCaaS services, GTT reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of GTT. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event GTT's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.

20. Data. Customer warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. GTT may view, store, copy, delete or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless prohibited by law, GTT may also collect, analyze and otherwise use anonymized versions of Customer Data for its own business purposes.

21. Support. GTT will provide helpdesk support during GTT's normal business hours, which are 8:00 am to 5:00 pm central time, Monday through Friday, excluding holidays.

A. Warranty Support. Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.

22. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) if Customer is unable to appropriate funds in a given year and Customer agrees that it will not replace GTT's Products or Services with its own or competitive Products or Services, for what would have been the full term of the Agreement. Termination of any schedule, MSA or other Contract Document, will not relieve Customer from any accrued payment obligations.