

SMARTWITNESS RENTAL SERVICE LICENSE AGREEMENT

THIS RENTAL SERVICE LICENSE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by
DATE MONTH YEAR
 and between _____, a _____ corporation, with its principal office at _____
COMPANY NAME STATE OF INCORPORATION ADDRESS
 _____, _____ ("Partner") and SmartWitness USA, LLC, an Illinois corporation, with its principal office at 1016 Lunt
CITY STATE ZIP CODE
 Avenue, Schaumburg, IL 60193 ("SmartWitness"; SmartWitness and Partner are each a "Party" and are collectively, the "Parties").

1. Definitions.

"Activation Date"	The date the Subscription Term commences upon completion of Partner Enrollment with respect to eligible Services.
"Effective Date"	The date first written above.
"End User"	An individual authorized by Partner to use the End User Solution pursuant to the terms of this Agreement.
"End User Solution"	The combination of SmartWitness solution with Partner application.
"Enrollment"	The association of an End User's asset with the Service through a SmartWitness-enabled device or set of authentication credential enabling a device to identify itself and its associated Partner asset with the Service.
"Mobile Device"	A stored program and/or data computing device able to store and execute the software that makes it known to the SmartWitness Service.
"Provisioning Wizard"	A SmartWitness software provided to customers used to provision and activate devices and services inside of the SmartOps self-service portal.
"Service"	SmartWitness mobile IoT solution service offerings, including but not limited to the Equipment and the Subscription, provided for rent.
"Subscription Term"	The term length of a Service subscription as selected using the Provisioning Wizard or as defined by a written service agreement.

2. Recitals.

- 2.1. Partner desires to obtain on a subscription basis from SmartWitness mobile IoT solutions, (e.g., vehicle video data device, tracking and information gathering hardware and other technology and services offered by SmartWitness).
- 2.2. SmartWitness may offer mobile IoT solutions, consisting of hardware and software, telecommunication, data management, device management, and application software services, for rent.
- 2.3. Partner may also desire to retain SmartWitness to provide custom and support services for such mobile video IoT solutions.
- 2.4. SmartWitness agrees to grant to Partner a license to such mobile video IoT solutions and provide such custom and support services.
- 2.5. Partner and SmartWitness mutually desire to enter into a business relationship as set forth herein and Partner desires to rent from SmartWitness on a subscription basis such mobile video IoT solutions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements specified herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Partner and SmartWitness, intending to be legally bound, hereby covenant and agree as follows:

3. Services.

- 3.1. **Service Delivery.** The SmartWitness Service is provided to Partner pursuant to the terms and conditions set forth in this Agreement. Enrollment and use of the Service requires a SmartWitness-enabled Mobile Device. The Mobile Device is required to execute SmartWitness-provided software and/or SmartWitness-provided authentication credentials to complete Enrollment and for use of the Service. A Mobile Device may be provided by SmartWitness or a SmartWitness-authorized dealer with SmartWitness having provided required SmartWitness software and/or SmartWitness authentication credentials to Partner. When a Partner provisions an End User asset with a Mobile Device through the Provisioning Wizard, this completes the Enrollment.
- 3.2. **End User Use.** SmartWitness shall provide the Service to Partner and Partner shall in turn provide the Service to End User solely for End User's internal business use for up to the number of Subscriptions as set forth in the Partner's completed Enrollment. Partner agrees not to resell or re-bill the Service without an End User Solution to any other individual or entity. Except with respect to any End User Solution contemplated herein, Partner shall not make, and shall not allow End User to make, alterations, modifications, additions, subtractions, or improvements to the Service without first obtaining the prior written consent of SmartWitness. Except with respect to any End User Solution contemplated herein, any additions and improvements of whatever

kind and nature to the Service shall become the property of the SmartWitness and shall become subject to this Agreement.

3.3. Term. The term for each Service obtained hereunder shall commence on the Activation Date and expire in accordance with the Subscription Term as selected during Enrollment, such period determined by reference to the Subscription Term selected during the Provisioning Wizard process. Upon expiration thereof, and unless the Parties enter into a new agreement with respect to the Services or unless either party provides the other with written notice of its intent not to renew no less than sixty (60) days prior to the expiration date, the Subscription Term shall automatically renew for additional consecutive terms of one (1) month each thereafter until terminated.

3.4. Termination of Service. SmartWitness may, at its sole discretion, terminate or restrict Service, without liability, if (i) Partner is in default of this Agreement as defined in Section 8 herein or any other contract or agreement with SmartWitness and fails to timely cure; (ii) SmartWitness determines in its sole discretion that the delivery of the Service to Partner, or End User use of the Service or Equipment, is a threat to the normal operation of, or otherwise compromises, the SmartWitness network or any network used to provide the Service; or (iii) SmartWitness reasonably believes that Partner, any of Partner's agents, any End Users, or any third party is abusing the Service or Equipment, obtained the Service or Equipment fraudulently, or is using the Service or Equipment fraudulently.

4. End User Sale Support and Minimum Contract Terms.

4.1. Reseller Agreement Integration. The ultimate delivery of the Service to End User contemplated pursuant to this Agreement shall be subject to, as to Partner and SmartWitness, all of the terms and conditions of that certain Master Reseller Agreement by and between Partner and SmartWitness dated _____, 20____ (the "Reseller Agreement"). Except as expressly modified by the terms and conditions set forth herein, all rights, licenses granted, support provided, and obligations of the Parties as set forth in the Reseller Agreement are incorporated herein and shall apply to Partner's sale and delivery of the Service to End User.

4.2. End User Contract Minimum Terms. Partner agrees and represents that every contract by and between Partner and an End User memorializing the End User Solution shall, at a minimum, contain language and/or terms and conditions in a form substantially similar to those attached hereto and referenced herein as Exhibit A. SmartWitness shall have the right to audit any End User Solution contract in its sole discretion and Partner agrees to provide the same to SmartWitness upon request within three (3) business days.

5. Mobile Device Equipment.

5.1. Equipment. All SmartWitness or SmartWitness-authorized dealer provided Equipment shall be included in the price of the Service provided by SmartWitness. SmartWitness will own legal title to the Equipment. Nothing contained in this Agreement shall give or convey to Partner or End User any right, title or interest in or to the Equipment, except as set forth herein. This Agreement and all transactions contemplated hereby are intended by the parties to be a lease and not a security agreement subject to Article 9 of the Uniform Commercial Code. Nevertheless, to secure the payment of all sums due to SmartWitness pursuant to this Agreement, as well as all other present and future indebtedness and obligations of Partner to SmartWitness of every kind and nature whatsoever, Partner hereby grants SmartWitness a first priority security interest in the Equipment, together with all substitutions, replacements, additions, improvements, accessions, repair parts, accumulations, and all proceeds of the foregoing, superior to all others and also grants SmartWitness a security interest in accounts receivables generated from contracts memorializing an End User Solution (the "Receivables"). Partner authorizes SmartWitness, at Partner's expense, to cause this Agreement, or any statement or other instrument showing and/or continuing the interest of SmartWitness in the Equipment and Receivables (including but not limited to UCC-1 Financing Statements), to be filed or recorded. Partner agrees to pay or reimburse SmartWitness for its administrative costs and out-of-pocket expenses relating to any searches undertaken by SmartWitness or any filings, records, stamp fees or taxes arising from the filing or recording or any such instrument or statement. Partner shall, at its expense, protect and defend SmartWitness' title against all persons claiming against or through Partner and/or End User and shall at all times keep the Equipment free and clear from any legal process, liens, claims or encumbrances whatsoever, and shall give SmartWitness immediate written notice thereof and shall indemnify and hold SmartWitness harmless from and against any loss caused thereby.

5.2. Installation of Equipment. SmartWitness shall not be responsible for installing any Mobile Device in, or on, End User asset(s). Partner shall be solely responsible for arranging for Mobile Device installation by SmartWitness authorized installers. Partner acknowledges that installation of any Mobile Device by a party, including Partner, not duly authorized and certified by SmartWitness shall require the Partner to pay for an authorized and certified installer to correct any failures due to faulty installation, and bear responsibility to purchase a replacement device, if needed, at the SmartWitness full list price.

6. Maintenance and Support Services.

SmartWitness will, at no additional charge, provide remote maintenance and support services to Partner via telephone according to its then current support schedule, which schedule SmartWitness will provide to Partner. Fees for support services outside of such hours shall be either: (i) previously negotiated between the Parties, or (ii) at rates as may be in effect by SmartWitness from time to time and agreed to by the Parties.

7. Confidential Information.

7.1. Definition. The term "Confidential Information" includes: (i) all information communicated by the Disclosing Party that should

reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure; (ii) all information identified as confidential to which Receiving Party has access in connection with the subject matter hereof, whether before or after the Effective Date; (iii) the terms and conditions contained in this Agreement; (iv) all trade secrets; (v) products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts; and (vi) information relating to business plans, sales or marketing methods, and customer lists or requirements.

- 7.2. Obligations.** The Parties acknowledge that either Party may receive (the "Receiving Party") Confidential Information from the other Party (the "Disclosing Party") during the term of this Agreement, and such Confidential Information will be deemed to have been received in confidence and will be used only for purposes of this Agreement. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information, and, except as provided in this Section 7, the obligation of confidentiality shall continue for three (3) years from the expiration or termination of this Agreement ("Confidentiality Period"); provided, however, that the Service, including all updates and modifications shall always remain SmartWitness' Confidential Information indefinitely.
- 7.3. Exceptions.** The obligations of either Party under this Section 7 will not apply to information that: (i) was in its possession at the time of disclosure and without restriction as to confidentiality except for as to the Service, including all updates and modifications; (ii) at the time of disclosure is generally available to the public; (iii) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party; or (iv) is necessary for SmartWitness to enforce any term or provision set forth in this Agreement; provided, however, the Receiving Party shall: (a) give Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order; and (b) limit the disclosure to minimum amount that is legally required to be disclosed.

8. Default, Remedies, and Termination.

8.1. Default. An "Event of Default" occurs if:

- a. Partner fails to pay any amount when due to SmartWitness and such failure is not cured within five (5) days of notice from SmartWitness;
- b. Partner breaches and fails to cure within thirty (30) days of notice from SmartWitness any representation or warranty made herein;
- c. Partner fails to observe or perform any of its obligations required to be observed or performed under this Agreement, except for payment obligations which are governed under Section 8.1(a), and such failure is not cured within twenty (20) days of notice from SmartWitness;
- d. Partner or End User commits acts or omissions which cause a lien to be placed on any item of Equipment;
- e. Partner ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets or properties, its shareholders take any action looking to its dissolution or liquidation, or an order for relief is entered under the United States Bankruptcy Code against Partner;
- f. Within thirty (30) days after the commencement of any proceedings against Partner seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or within thirty (30) days after the appointment without Partner's consent or acquiescence of any trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated;
- g. Partner shall enter into any transaction of merger or consolidation in which it is not the surviving entity or sell, transfer or otherwise dispose of all or substantially all of its assets unless such merger, consolidation, sale or transfer is approved in writing by SmartWitness which shall not be unreasonably withheld, conditioned or delayed; or
- h. Any representation or warranty made by Partner herein or otherwise furnished to SmartWitness in connection with this Agreement shall prove at any time to have been untrue or misleading in any material respect.

- 8.2. Remedies.** Upon the occurrence of any Event of Default, SmartWitness may at its option do any or all of the following: (a) by notice to Partner, terminate this Agreement without prejudice to SmartWitness' right to damages and other rights and recourse at law or otherwise; (b) whether or not this Agreement is terminated, take possession of any or all of the Equipment, wherever situated, and for such purpose, enter upon any premises without liability for doing so, or SmartWitness may cause Partner, and Partner hereby agrees, to assemble the Equipment and make it available to SmartWitness at a place to be designated by SmartWitness; (c) declare without notice to Partner all sums due and to become due hereunder for the remaining term of the Agreement immediately due and payable; (d) sell, dispose of, hold, use or lease any Equipment as SmartWitness, in its sole discretion may determine; (e) exercise SmartWitness' Step-In Rights as set forth in Section 8.3 herein; and (f) exercise any other right or remedy which may be available to it under the Uniform Commercial Code or applicable law including without limitation the right to recover damages for breach hereof. Partner shall in any event remain fully liable for all costs and expenses incurred by SmartWitness to enforce its legal and contractual rights and remedies, including attorneys' fees, legal expenses, and court costs. SmartWitness and Partner acknowledge the difficulty in establishing a value for the unexpired Subscription Term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of SmartWitness hereunder are cumulative and nonexclusive, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be

an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the SmartWitness to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement. A waiver of default shall not be a waiver of any other or subsequent default.

- 8.3. Step-In Rights.** If a Partner Event of Default occurs, SmartWitness shall have the right, but not the obligation, to assume some or all Partner rights with respect to an End User Solution and step into the shoes of Partner with respect to any agreement or document memorializing an End User Solution (the "Step-in Rights"), including all rights to collect amounts due thereunder and apply the net proceeds, after deduction of all expenses incurred by SmartWitness in the exercise of Step-In Rights, to amounts due to SmartWitness by Partner pursuant to this Agreement. SmartWitness' exercise of Step-In Rights shall in no way relieve or absolve Partner from liability for any of its obligations pursuant to this Agreement. Partner shall reasonably cooperate with SmartWitness and End User to facilitate the exercise of the Step-In Rights.
- 8.4. Effect of Termination.** Effective upon expiration or termination of this Agreement Partner shall return to SmartWitness in reasonable condition and good working order all components of the Service, including but not limited to the Equipment, any updates or modifications, and any copies thereof which are in the possession or control of Partner or End User in any form, including all copies of the Service and accompanying updates and modifications stored on Partner or End User's hardware and backup media. Partner shall not use any components comprising the Service following any termination or expiration of this Agreement. Within thirty (30) days of the termination or expiration of this Agreement, Partner will pay SmartWitness the full retail price of any and all unreturned products and or Equipment.
- 8.5. Assurance of Supply.** After the termination or expiration of this Agreement for any reason except for termination by SmartWitness due to an Event of Default by Partner, the Parties agree to continue performing their respective obligations under the terms of this Agreement that exist as of the date of termination or expiration for the purpose of unwinding the business relationship between the parties for a period of thirty (30) days following such termination or expiration.

9. Fees, Payments and Accounting Matters.

- 9.1. Billing.** SmartWitness shall invoice amounts due under each Service schedule to the credit card authorized, ACH, or billing address as is provided by Partner at time of account setup at rates as listed and attached hereto and referenced herein as Exhibit B. All payments to SmartWitness are due in the time frame set forth on the invoice and will be paid in U.S. Dollars. SmartWitness shall commence invoicing the monthly Service fees for each item of Service upon the Activation Date. If applicable, the first partial month of Service after commencement of the Subscription Term shall be billed along with the next full month of Service; thereafter, each monthly Service fee shall be billed in advance (next month's Service). Monthly Service fees will be automatically charged to the Partner's authorized payment method; thereafter the payment method will be charged monthly following the applicable schedule unless Partner notifies SmartWitness in writing requesting change of payment method. SmartWitness does not waive its right to collect the full amount due if Partner makes untimely payments or partial payments, even if Partner writes the words "Paid in Full" (or similar words) on any correspondence to SmartWitness. All payments received will be credited to any outstanding late fees, Service fees, and other amounts due hereunder at the sole discretion of SmartWitness. In addition to all other remedies set forth herein, if balances remain unpaid after thirty (30) days, the Partner's Service will be subject to shut off by SmartWitness. Service will only be reinstated upon receipt of ALL past due payments plus advancement of one (1) additional monthly payment. Partner shall pay for all reasonable costs of collection, including attorneys' fees, incurred for any reason.
- 9.2. Credit Information.** Partner's Enrollment and continued use of the Service is contingent on SmartWitness' approval of Partner credit information. SmartWitness may require Partner to update its credit information from time to time. Partner warrants and represents that all credit information furnished to SmartWitness is and shall be current, complete, accurate, and true. SmartWitness, in its sole discretion, may require a security deposit from Partner at any time during the Subscription Term as a condition to continued use of the Service.
- 9.3. Payment Obligations.** Partner will pay for Services at the rates set forth on the Partner Service Order Form. SmartWitness may modify its pricing schedule from time to time and will notify Partner no less than thirty (30) days in advance. Except for as expressly set forth herein, this Agreement is irrevocable from the Effective Date and for the amounts reflected on the Partner Service Order Form. No abatement, deduction, set offs, or deferment by Partner in paying any fees or amounts due to SmartWitness are allowed without SmartWitness' prior written approval which may be granted in its sole discretion.
- 9.4. Late Fees.** If any payment or other obligation due from Partner to SmartWitness is not timely made, Partner shall pay SmartWitness a late charge on each such overdue payment or other obligation at a rate equal to five percent (5%) of the amount due for each thirty (30) day period the payment or obligation remains unpaid.
- 9.5. Taxes.** All local withholding, excise, sales, use and similar taxes, fees, surcharges, and other charges imposed by any governmental authority with respect to the Services are, as between Partner and SmartWitness, the sole responsibility of Partner. Partner shall pay, as invoiced by SmartWitness, all taxes, fees, surcharges, and other charges imposed by any state, Federal, local, or foreign government arising out of or incurred in connection with the Services, unless Partner can show documentation reasonably satisfactory to SmartWitness that Partner is exempt from same. SmartWitness will not be required to provide advance notice of changes to taxes, fees, surcharges, or other charges, unless required by applicable law. Partner is responsible for all duties, tariffs, and shipping costs.

10. Service Warranty.

- 10.1. Warranty Period.** SmartWitness warrants that Mobile Devices provided by it shall comply with its written specifications. The

warranty period for such Mobile Devices shall commence on the date SmartWitness makes the Mobile Device available to Partner, regardless of the shipping or delivery method, and shall continue for the entire duration of the Subscription Term.

- 10.2. No Warranty for Partner or End User Caused Issues.** The warranties granted under or in accordance with this Section 10 are void if failure of the Mobile Device has resulted from accident, abuse, incorrect installation, modification, or misapplication.
- 10.3. Remedy.** Partner's exclusive remedy under the foregoing warranties concerning Mobile Devices (and SmartWitness' entire liability with respect thereto) shall be repair or replacement of the Mobile Device as determined by SmartWitness. Partner is responsible for all costs associated with de-installation and re-installation of warranty claimed Mobile Devices.
- 10.4. No Other Warranties.** Except for the express limited warranty stated in this Section 10, SmartWitness disclaims all other warranties, express or implied, with respect to the Mobile Devices (including all updates and modifications) and their performance, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Partner acknowledges that SmartWitness is not liable, among other things, if the Mobile Devices do not meet the requirements of Partner, if the Mobile Devices will not operate free of errors, or if the Mobile Devices will not function in Partner's technology environment.
- 10.5. No Warranty for Taxes.** Partner and SmartWitness acknowledge that SmartWitness shall not be responsible for the accuracy of any tax determination by SmartWitness or the failure by Partner to properly remit any such taxes. During the term of this Agreement, SmartWitness will, however, exercise reasonable efforts to assist Partner in resolving any dispute with a governmental authority concerning such taxes. Partner hereby indemnifies and holds SmartWitness harmless from and against any liability or loss from or relating to the Service or the Mobile Devices, or resulting from any tax, penalty, interest, additions to tax, surcharge or other charge or expense payable or incurred by Partner.
- 10.6. Warranty Fees.** Partner agrees to a \$20.00 USD Mobile Device exchange fee per incident. Fee is subject to change from time to time at SmartWitness' sole discretion by notification to Partner no less than thirty (30) days in advance.

11. Infringement Indemnity.

- 11.1.** SmartWitness shall indemnify Partner from any claims against Partner based on an allegation by a third-party claimant that a Service licensed hereunder has infringed a valid United States patent. In order to be entitled to indemnification as provided herein, Partner must: (i) promptly notify SmartWitness of such action; (ii) give SmartWitness full authority, information and assistance to defend such claim; and (iii) give SmartWitness sole control of the defense of such claim and all negotiations for the compromise or settlement thereof.
- 11.2.** SmartWitness shall have no indemnity liability under this Section 11 with respect to any claim based upon: (a) a Service that has been modified by anyone other than SmartWitness; (b) use of other than the then-current release of the Service; (c) use of the Service not in accordance with the manufacturer's specifications or this Agreement; or (d) use of the Service in combination with non-SmartWitness technology.
- 11.3.** If SmartWitness determines that a Service is or is likely to be the subject of a claim of infringement, SmartWitness shall have the right: (i) to replace Partner's copy of the Service with a non-infringing Service that has substantially equivalent functionality; (ii) to modify the Service so as to cause it to be free of infringement; (iii) to procure, at no additional cost to Partner, the right to continue to use the Service; or (iv) if none of the foregoing are practicable, to terminate this Agreement.

12. Coverage and Data Transmission.

Partner and End User use of any Service authorized by SmartWitness is dependent on the availability and coverage of wireless networks and the availability of positioning systems and the Internet, which are owned and operated by third parties. Wireless coverage areas are approximate and do not cover significant portions of the United States. The accessibility of the Service is conditioned upon the availability of the wireless network and positioning system with which the Service is designed to operate. Wireless networks and coverage areas may be interrupted, terminated, or restricted, and the quality of the transmission may be diminished at any time. Actual coverage and operation of the Service may depend on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, Partner equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond SmartWitness' reasonable control. SmartWitness will not be responsible for the unavailability, termination, or performance degradation of or limits in wireless networks, wireless coverage, positioning systems or the Internet. Any service interruption as a result of the aforementioned does not diminish or impact Partner or End User from the obligation to make payment for Services.

13. Insurance.

- 13.1.** Partner at its sole expense shall provide insurance coverage in amounts and with insurance carriers acceptable to SmartWitness for all risks of: (a) loss, theft, damage or destruction to the Equipment, with coverage not less than the replacement cost value of the Equipment and Service (excluding depreciation); and (b) public liability and property damage covering personal injuries, death or property damage resulting from the ownership, maintenance, use, operation or transportation of the Equipment and Service, with coverage of not less than \$1,000,000.00 per occurrence. Each of the insurance policies providing said coverage shall name SmartWitness as a loss payee and additional insured, provide that the policy may not be cancelled or materially altered without thirty (30) days prior written notice to SmartWitness, and be primary without right of contribution from any insurance carried by SmartWitness. Partner shall, if requested by SmartWitness, provide SmartWitness with a certificate(s) evidencing said coverage

prior to taking possession of the Equipment. Partner hereby irrevocably appoints SmartWitness as Partner's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage or returned premium under any insurance policy.

- 13.2. Failure of SmartWitness to demand a certificate of insurance evidencing full compliance with these insurance requirements as set forth below, or the failure of SmartWitness to identify a deficiency in the certificate of insurance that is provided, shall not be construed as a waiver of Partner's obligation to maintain such insurance. If Partner fails to maintain the insurance as set forth herein, SmartWitness shall have the right, but not the obligation, to purchase insurance at Partner's sole expense.

14. Limitation of Liability/Indemnification/Risk of Loss.

- 14.1. SmartWitness shall not be liable for costs of procurement of substitute Services, nor for any loss of business, revenue, or data; interruption of business; lost profits or goodwill; increased cost of operation; or other indirect, special, incidental, exemplary, reliance, punitive or consequential damages of any kind arising out of or in connection with this Agreement or any Services, even if SmartWitness has been advised of the possibility of such loss.
- 14.2. The entire liability of SmartWitness and third parties who contribute to the Service and Partner's and/or End User's exclusive remedy under or for breach of these terms of use and/or any product schedule(s) shall be a refund of one-half (1/2) of the Service fees paid for the one month period preceding the date the claim arose, regardless of any defect in the equipment, Service, software, communications networks, or negligence on SmartWitness' part, or SmartWitness' subcontractor's part, and regardless of the claim or form of action. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and apply whether the claim is based on a contract, tort (including negligence), statute, fraud, misrepresentation, or equitable theory.
- 14.3. SmartWitness shall not be liable for any demands, losses, or damages if the Service is interrupted, or if there is a problem with the interconnection or use of the Service and the services or equipment of a third party, including without limitation a wireless carrier or an internet service provider.
- 14.4. Partner agrees to indemnify and defend SmartWitness, and its respective officers, directors, employees, agents, and advisors (each an "Indemnitee") against, and holds each Indemnitee harmless from, any and all claims, costs, expenses, damages and liabilities (including without limitation such claims, costs, expenses, damages and liabilities based on liability in tort, including without limitation strict liability in tort), including reasonable attorneys' fees, arising out of the ownership, possession, renting, operation, control, use, maintenance, delivery, installation, and return or other disposition of the Services, whether direct or via a third party, and including but not limited to Partner's intentional acts or negligence or the failure to use the Service properly or as directed by SmartWitness from time to time. SmartWitness shall use reasonable efforts to give Partner prompt notice of any claim or liability hereby indemnified against. Partner, at its own expense, shall be entitled to control the defense thereof, so long as Partner is not in default hereunder; provided, however, that Partner shall select counsel reasonably satisfactory to SmartWitness, SmartWitness shall reasonably cooperate with Partner in such defense, and Partner shall not settle, compromise, or discharge, or admit any liability with respect to, any third-party claim without the prior written consent of SmartWitness. These obligations and this Section shall survive the termination or expiration of this Agreement.
- 14.5. Upon SmartWitness making the Equipment available to Partner and until Partner's obligations have been fully and indefeasibly paid and performed, as between Partner and SmartWitness, Partner bears all risk of loss related to the Service, including, but not limited to, loss resulting from physical damage, traffic accidents while using the Service, theft, and vandalism. Partner will provide prompt written notice to SmartWitness of any total loss or material loss or damage to the Equipment. This written notice must include reports provided to any governmental body, insurer, and any other person or entity. If the Equipment is damaged but not subject to a total loss, Partner shall ensure the Equipment is placed back into good and operable condition. In such case, Partner must also provide all agreements, documents, instruments, records, and items pertaining to any repair of the Equipment, including, but not limited to, copies of work orders and invoices for related charges. Any repairs or replacement parts shall become part of the Equipment, and title thereto automatically pass to SmartWitness. NO LOSS, DAMAGE, DESTRUCTION OR OTHER INJURY SHALL IMPAIR ANY OBLIGATION OF PARTNER UNDER THIS AGREEMENT, WHICH OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.
- 14.6. The Service is not guaranteed against hackers, eavesdroppers, or interceptors. Partner agrees that SmartWitness shall not be liable to Partner or any third party for any claim, demand, loss or damages, invasion of privacy, or security breach occasioned directly or indirectly by use of the Service.

15. General.

- 15.1. **Governing Law and Jurisdiction.** This Agreement shall be governed, and interpreted and construed in accordance with, the laws of the State of Illinois, without regard to principles of conflict of laws. PARTNER CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF AND VENUE IN THE STATE COURTS OR FEDERAL COURTS LOCATED IN ILLINOIS OVER ANY DISPUTE ARISING UNDER OR INVOLVING THIS AGREEMENT. PARTNER WAIVES ANY ARGUMENT AS TO FORUM NON CONVENIENS. NOTHING HEREIN PRECLUDES LESSOR FROM COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION. This Section shall survive the termination or expiration of the Agreement.
- 15.2. **Waiver of Jury Trial.** PARTNER AND SMARTWITNESS EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. Each Party certifies that: (a) no representative of the other Party has represented that such other Party would not seek to enforce the foregoing

waiver in the event of a legal action, (b) such Party has considered the implications of this waiver, (c) such Party makes this waiver voluntarily and (d) such Party has been induced to enter into this Agreement by, among other things, the mutual waivers, and certifications in this Section. This Section shall survive the termination or expiration of the Agreement.

- 15.2. Assignment.** Partner shall not assign, transfer, or convey (by operation of law or otherwise) this Agreement or any rights or interest contained herein, in whole or in part, without the prior written consent of SmartWitness, which consent shall not be unreasonably withheld. For the purposes of this section 15.2, the following shall not be deemed to constitute an assignment: (a) a sale, transfer, or other disposition of a majority of the voting equity securities of Partner, or (b) a sale of all or substantially all of the assets of Partner.
- 15.3. Responsibility.** Each Party represents and warrants to the other Party that such Party has the full corporate right, power, and authority to enter into this Agreement, and to perform the acts required of it hereunder. Partner shall comply with all applicable federal, state, local and foreign laws, and regulations, including without limitation U.S. laws regarding the transmission of technical data and software which is exported or re-exported.
- 15.4. Independent Contractors.** Partner and SmartWitness are acting hereunder as independent contractors. Neither Party shall be considered or deemed to be an agent, employee, joint venture, or partner of the other Party.
- 15.5. Time is of the Essence.** Time is of the essence for all of Partner’s payment and performance obligations.
- 15.6. Force Majeure.** Neither SmartWitness nor Partner shall be liable to the other for delays in the performance of or completion of this Agreement if such delay is caused by strikes, earthquakes, riots, wars, government regulations, acts of God, fire, flood, or other similar causes beyond its control.
- 15.7. Privacy.** Use of data arising from the Service shall be governed by the SmartWitness Privacy Policy as may be modified from time to time, located at www.smartwitness.com
- 15.8. Export.** Partner shall not export, directly or indirectly, any item covered by this Agreement to any country in violation of any law or regulation, including without limitation any law or regulation of the U.S. Government or any agency. Partner is solely responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any item. Partner will defend, indemnify, and hold SmartWitness harmless against any liability (including attorneys' fees) arising out of Partner failure to comply with the terms herein.
- 15.9. Notices.** All written communications to a Party required hereunder must be in writing by registered or certified mail or sent by express mail to the address above or to such other address as the Party may designate in writing from time to time.
- 15.10. Entire Agreement.** This Agreement, including all exhibits referenced herein, constitutes the complete integrated agreement between the Parties concerning the subject matter hereof.
- 15.11. Severability and Waiver.** If any provision of this Agreement is adjudged by a court to be invalid or unenforceable, the Parties agree that the remaining provisions of this Agreement shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the Parties, and that this Agreement shall in any event otherwise remain valid and enforceable. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 15.12. Miscellaneous.** This Agreement may be signed in counterparts and signatures sent by mail, overnight courier, email, fax, DocuSign or other valid electronic means, or other method reasonably acceptable to SmartWitness will be deemed effective for the purpose of binding the parties to this Agreement. PARTNER HEREBY AUTHORIZES SMARTWITNESS TO RELY ON FACSIMILE AND ELECTRONIC SIGNATURES OF PARTNER AND AGREES TO PROVIDE THE ORIGINAL OF THE PERTINENT DOCUMENT TO SMARTWITNESS WITHIN FIVE (5) BUSINESS DAYS AFTER FACSIMILE OR ELECTRONIC TRANSMISSION. THIS AGREEMENT MAY BE STORED BY ELECTRONIC MEANS AND EITHER AN ORIGINAL OR AN ELECTRONICALLY STORED COPY OF THIS AGREEMENT CAN BE USED FOR ALL PURPOSES, INCLUDING IN ANY PROCEEDING TO ENFORCE THE RIGHTS AND/OR OBLIGATIONS OF THE PARTIES HERETO. All of Partner’s covenants herein shall survive the termination or expiration of this Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the Parties hereto.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the Effective Date.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
MINIMUM END USER CONTRACT PROVISIONS

1. **Customer Interest.** Customer shall have no ownership interest in any of the equipment, services, or solutions being provided to Customer pursuant to this [contract] and nothing contained in this [contract] shall give or convey to Customer any such right, title or interest in or to the equipment, services and solutions provided except as set forth herein. Customer shall at all times keep the provided equipment free and clear from any legal process, liens, claims or encumbrances whatsoever, and shall give [Partner] immediate written notice thereof and shall indemnify and hold [Partner] harmless from and against any loss caused thereby.
2. **No Alterations.** Customer shall not make any alterations, modifications, additions, subtractions, or improvements to the equipment, services, or solutions being provided to Customer pursuant to this [contract]. Any additions and improvements of whatever kind and nature to the equipment, services, or solutions being provided shall become subject to this [contract] and shall be returned upon expiration or termination of the [contract].
3. **Termination.** The equipment, services, and solutions provided pursuant to this [contract] may be restricted or terminated, without liability, if (i) Customer is in default of this [contract]; (ii) it is determined that Customer's use of the equipment, services, or solutions are a threat to the normal operation of, or otherwise compromises, any network used to deliver the services or solutions; or (iii) Customer is abusing the equipment, services, or solutions, obtained them fraudulently, or is using them fraudulently.
4. **Inspection.** [Partner] shall have the right to inspect the equipment, services, and solutions being provided to Customer pursuant to this [contract], either physically or virtually, at its sole discretion upon reasonable notice.
5. **Assignment.** Customer shall not assign, transfer, or convey to anyone (by operation of law or otherwise) this [contract] or any rights or interest contained herein, in whole or in part. The following shall not be deemed to constitute an assignment: (a) a sale, transfer, or other disposition of a majority of the voting equity securities of Customer, or (b) a sale of all or substantially all of the assets of Customer.
6. **Coverage and Data Transmission.** Use of the equipment, services, and solutions provided pursuant to this [contract] are dependent on the availability and coverage of wireless networks and the availability of positioning systems and the Internet, which are owned and operated by third parties. Wireless coverage areas are approximate and do not cover significant portions of the United States. Accessibility is conditioned upon the availability of the wireless network and positioning system with which the services are designed to operate. Wireless networks and coverage areas may be interrupted, terminated, or restricted, and the quality of the transmission may be diminished at any time. Actual coverage and operation may depend upon system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond [Partner's] reasonable control. [Partner] will not be responsible for the unavailability, termination, or performance degradation of or limits in wireless networks, wireless coverage, positioning systems or the Internet. Any service interruption as a result of the aforementioned does not diminish or impact Customer from the obligation to make payment.
7. **Default, Remedies, and Termination.**

Default. An "Event of Default" occurs if:

 - a. Customer fails to pay any amount when due to [Partner];
 - b. Customer breaches and fails to cure within thirty (30) days of notice from [Partner] any representation or warranty made herein;
 - c. Customer fails to observe or perform any of its obligations required to be observed or performed under this [contract], except for payment obligations, and such failure is not cured within twenty (20) days of notice from [Partner];
 - d. Customer commits acts or omissions which cause a lien to be placed on any of equipment, services, or solutions covered by this [contract];
 - e. Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets or properties, its shareholders take any action looking to its dissolution or liquidation, or an order for relief is entered under the United States Bankruptcy Code against Customer;
 - f. Within thirty (30) days after the commencement of any proceedings against Customer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or within thirty (30) days after the appointment without Customer's consent or acquiescence of any trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated;
 - g. Customer shall enter into any transaction of merger or consolidation in which it is not the surviving entity or sell, transfer or otherwise dispose of all or substantially all of its assets unless such merger, consolidation, sale or transfer is approved in writing by [Partner] which shall not be unreasonably withheld, conditioned or delayed; or
 - h. Any representation or warranty made by Customer herein or otherwise furnished to [Partner] in connection with this [contract] shall prove at any time to have been untrue or misleading in any material respect.

Remedies. Upon the occurrence of any Event of Default, [Partner] may at its option do any or all of the following: (a) by notice to Partner, terminate this [contract] without prejudice to [Partner's] right to damages and other rights and recourse at law or otherwise; (b) whether or not this [contract] is terminated, take possession of any or all of the equipment identified in this [contract], wherever situated, and for such purpose, enter upon any premises without liability for doing so, or [Partner] may cause Customer, and Customer hereby agrees, to assemble such equipment and make it available to [Partner] at a place to be designated by [Partner]; (c) declare without notice to Customer all sums due and to become due hereunder for the remaining contractual term immediately due and payable; (d) sell, dispose of, hold, use or lease any equipment subject to this [contract] as [Partner], in its sole discretion may determine; and (e) exercise any other right or remedy which may be available to it under applicable law, including without limitation the right to recover damages for breach hereof. Customer shall in any event remain fully liable for all costs and expenses incurred by [Partner] to enforce its legal and contractual rights and remedies, including attorneys' fees, legal expenses, and court costs. [Partner] and Customer acknowledge the difficulty in establishing a value for the unexpired [contract] term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of [Partner] hereunder are cumulative and nonexclusive, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the [Partner] to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this [contract]. A waiver of default shall not be a waiver of any other or subsequent default.

Step-In Rights. Customer acknowledges that the equipment, services, and solutions provided pursuant to this [contract] are subject to certain interests and rights of third parties who are not parties to this [contract]. Such third parties are beneficiaries to this [contract] and they have

certain rights to assume some or all of the rights and obligations of [Partner] under this [contract] in the event that [Partner] defaults in its obligations to said third parties and fails to timely cure ("Step-In Rights"). No Customer consent is required prior to the exercise of Step-In Rights, which shall become effective immediately upon notice from [Partner] or third parties. If Customer is notified that Step-In Rights have been exercised, Customer shall continue to perform pursuant to this [contract], the party exercising Step-In Rights shall have all rights and authority of [Partner] that it has elected to exercise under the [contract], and Customer shall direct all payments and performance to, and furnish all requested information to, said party. At any time after exercising Step-In Rights, said third parties may, in their sole discretion, issue a written "Step-Out Notice" to Customer and [Partner] reinstating some or all of the [Partner's] rights and obligations with respect to the [contract] and identifying the date on which such rights shall be reinstated.

Effect of Termination. Effective upon expiration or termination of this [contract], Customer shall return to [Partner], or to such other person or entity as [Partner] may designate, in reasonable condition and good working order all equipment, services, and solutions being provided to Customer pursuant to this [contract], and any copies thereof which are in the possession or control of Customer in any form, including all copies and accompanying updates and modifications stored on Customer's hardware and backup media. Customer shall not use any equipment, services, or solutions being provided pursuant to this [contract] following any termination or expiration. Within thirty (30) days of the termination or expiration of this [contract], Customer will pay [Partner] or its designee the full retail price of any and all items remaining unreturned.

8. **Payment Obligations.** Customer shall make payments to [Partner] in the manner set forth in the [contract]. [Partner] may modify its pricing schedule from time to time and will notify Customer no less than thirty (30) days in advance. Except for as expressly set forth herein, this [contract] is irrevocable upon commencement of the term and for the amounts reflected in the [contract]. No abatement, deduction, set-offs, or deferment by Customer in paying any fees or amounts due to [Partner] are allowed without [Partner's] prior written approval which may be granted in its sole discretion. In addition to all other remedies set forth herein, if balances remain unpaid to [Partner] after thirty (30) days, Customer's access to the equipment, services, and solutions provided pursuant to this [contract] will be subject to shut off. Service will only be reinstated upon receipt of ALL past due payments plus advancement of one (1) additional monthly payment.
9. **Taxes.** All local withholding, excise, sales, use and similar taxes, fees, surcharges, and other charges imposed by any governmental authority with respect to the any of the equipment, services, and solutions being provided to Customer pursuant to this [contract] are the sole responsibility of Customer. Customer shall be pay obligated to pay, as invoiced, all taxes, fees, surcharges, and other charges imposed by any state, Federal, local, or foreign government arising out of or incurred in connection with the equipment, services, and solutions being provided to Customer pursuant to this [contract], unless Customer can show documentation reasonably satisfactory to [Partner] that Customer is exempt from same. [Partner] will not be required to provide advance notice of changes to taxes, fees, surcharges, or other charges, unless required by applicable law. Customer is responsible for all duties, tariffs, and shipping costs.
10. **Warranty.** Any warranties granted pursuant to this [contract] shall be void if any loss, damage, or destruction results from accident, abuse, misuse, modification, or misapplication. Except for any express warranties granted pursuant to this [contract], [Partner] disclaims all other warranties, express or implied, with respect to the equipment, services, and solutions being provided to Customer and their performance, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Customer's exclusive remedy under the foregoing warranties (and [Partner's] entire liability with respect thereto) shall be repair or replacement of any failed equipment, services or solutions as determined by [Partner]. [Partner] is not liable if the equipment, services, or solutions will not function in Customer's technology environment. Customer acknowledges that [Partner] shall not be responsible for the accuracy of any tax

determination by [Partner] or the failure by Customer to properly remit any such taxes. Customer hereby indemnifies and holds [Partner] harmless from and against any liability or loss from or relating to the equipment, services, or solutions provided by [Partner], or resulting from any tax, penalty, interest, additions to tax, surcharge or other charge or expense payable or incurred by Customer.

11. **Limitation of Liability/Indemnification/Risk of Loss.**

Liability Limited. [Partner] shall not be liable for costs of procurement of substitute equipment, services or solutions, nor for any loss of business, revenue or data; interruption of business; lost profits or goodwill; increased cost of operation; or other indirect, special, incidental, exemplary, reliance, punitive or consequential damages of any kind arising out of or in connection with this [contract], even if [Partner] has been advised of the possibility of such loss. The entire liability of [Partner] and third parties who contribute the equipment, services, and solutions provided pursuant to this [contract] shall be a refund of one-half (1/2) of the fees paid for the one-month period preceding the date the claim arose, regardless of any defect in the equipment, services, solutions, software, communications networks, or negligence on [Partner's] part. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy, and they apply whether the claim is based on contract, tort (including negligence), statute, fraud, misrepresentation, or equitable theories. Additionally, [Partner] shall not be liable for any demands, losses, or damages arising from service interruptions, or if there is a problem with the interconnection or use of the services or equipment of a third party, including without limitation a wireless carrier or an internet service provider. The equipment, services, and solutions provided are not guaranteed against hackers, eavesdroppers, or interceptors. Customer agrees that [Partner] shall not be liable to Customer or any third party for any claim, demand, loss or damages, invasion of privacy, or security breach occasioned directly or indirectly by use of the equipment, services, or solutions provided.

Indemnification. Customer agrees to indemnify and defend [Partner], and its respective officers, directors, employees, agents, and advisors, as well as any third-party beneficiary of this [contract] (each an "Indemnitee") against, and holds each Indemnitee harmless from, any and all claims, costs, expenses, damages and liabilities (including without limitation such claims, costs, expenses, damages and liabilities based on liability in tort including without limitation strict liability in tort), including reasonable attorneys' fees, arising out of the ownership, possession, renting, operation, control, use, maintenance, delivery, installation, and return or other disposition of the equipment, services, and solutions provided, whether direct or via a third party, and including but not limited to Customer's intentional acts or negligence or the failure to use the equipment, services, and solutions provided properly or as directed by [Partner] from time to time. [Partner] shall use reasonable efforts to give Customer prompt notice of any claim or liability hereby indemnified against. Customer, at its own expense, shall be entitled to control the defense thereof, so long as Customer is not in default hereunder; provided, however, that Customer shall select counsel reasonably satisfactory to [Partner], [Partner] shall reasonably cooperate with Customer in such defense, and Customer shall not settle, compromise or discharge, or admit any liability with respect to, any third party claim without the prior written consent of [Partner]. These obligations shall survive the termination or expiration of this [contract].

Risk of Loss. Upon [Partner] making the equipment provided pursuant to this [contract] available to Customer and until Customer's obligations have been fully and indefeasibly paid and performed, Customer bears all risk of loss related to the equipment, services, and solutions provided, including, but not limited to, loss resulting from physical damage, traffic accidents while the equipment, services, or solutions provided are in use, theft, and vandalism. Customer will provide prompt written notice to [Partner] of any total loss or material loss or damage. This written notice must include reports provided to any governmental body, insurer, and any other person or entity. If the equipment, services, or solutions provided are damaged but not subject to a total loss, Customer shall ensure they are placed back into good and operable condition. In such case, Customer must also provide all agreements, documents, instruments, records, and items pertaining to

any repairs, including, but not limited to, copies of work orders and invoices for related charges. Any repairs or replacement parts shall become part of the equipment. NO LOSS, DAMAGE, DESTRUCTION OR OTHER INJURY SHALL IMPAIR ANY OBLIGATION OF CUSTOMER UNDER THIS [CONTRACT], WHICH OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

12. **Insurance.** Customer shall, at its sole expense, provide insurance coverage in amounts and with insurance carriers acceptable to [Partner] for all risks of: (a) loss, theft, damage or destruction to the equipment, services, or solutions provided, with coverage not less than their replacement cost value (excluding depreciation); and (b) public liability and property damage covering personal injuries, death or property damage resulting from the ownership, maintenance, use, operation or transportation of the equipment, services, or solutions provided, with coverage of not less than \$500,000.00 per occurrence. Each of the insurance policies providing said coverage shall name [Partner] as a loss payee and additional insured, provide that the policy may not be cancelled or materially altered without thirty (30) days prior written notice to [Partner], and be primary without right of contribution from any insurance carried by [Partner]. Customer shall, if requested by [Partner], provide a certificate(s) evidencing said coverage. Customer hereby irrevocably appoints [Partner] as its attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage or returned premium under any insurance policy. Any failure by [Partner] to demand a certificate of insurance evidencing full compliance with these insurance requirements as set forth below, or the failure to identify a deficiency in the certificate of insurance that is provided, shall not be construed as a waiver of Customer's obligation to maintain such insurance. If Customer fails to maintain the insurance as set forth herein, [Partner] shall have the right, but not the obligation, to purchase insurance at Customer's sole expense.

13. **Confidential Information.**

Definition. The term "Confidential Information" includes: (i) all information communicated by the Disclosing Party that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure; (ii) all information identified as confidential to which Receiving Party has access in connection with the subject matter hereof, whether before or after the effective date of the [contract]; (iii) the terms and conditions contained in this [contract]; (iv) all trade secrets; (v) products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts; and (vi) information relating to business plans, sales or marketing methods, and customer lists or requirements.

Obligations. Either party may receive (the "Receiving Party") Confidential Information from the other party (the "Disclosing Party") during the term of this [contract], and such Confidential Information will be deemed to have been received in confidence and will be used only for purposes of this [contract]. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information, and, except as expressly otherwise provided

herein, the obligation of confidentiality shall continue for three (3) years from the expiration or termination of this [contract] ("Confidentiality Period"); provided, however, that the equipment, services, or solutions provided, including all updates and modifications, shall always remain Confidential Information indefinitely.

Exceptions. The obligations of either party herein will not apply to information that: (i) was in its possession at the time of disclosure and without restriction as to confidentiality (except for as to the equipment, services, or solutions provided, including all updates and modifications); (ii) at the time of disclosure is generally available to the public; (iii) is independently developed by the Receiving Party without regard to the Confidential Information of the other party; or (iv) is necessary for [Partner] to enforce any term or provision set forth in this [contract]; provided, however, the Receiving Party shall: (a) give Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order; and (b) limit the disclosure to minimum amount that is legally required to be disclosed.

14. **Third-Party Beneficiary.** Customer and [Partner] agree that SmartWitness USA, LLC is intended to be, and shall have the rights of, a third-party beneficiary with respect to this [contract]. Nothing in this [contract] shall be construed to give any other third party any interest or rights with respect to or in connection with this [contract].
15. **Waiver of Jury Trial.** CUSTOMER AND [PARTNER] EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS [CONTRACT] OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. Each party certifies that: (a) no representative of the other party has represented that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily and (d) such party has been induced to enter into this [contract] by, among other things, the mutual waivers and certifications herein. This waiver shall survive the termination or expiration of the [contract].
16. **Successors.** This [contract] shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.
17. **Entire Agreement.** This [contract], including all exhibits referenced herein, constitutes the complete integrated agreement between the parties concerning the subject matter hereof.
18. **No Waiver.** No waiver of any of the provisions of this [contract] shall constitute a waiver of any other provision (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.