

ATTACHMENT - C

Preventative Maintenance Terms

Safe Fleet Video & Telematics (“V&T”) Preventative Maintenance Services Additional Terms & Conditions (“PM Terms”)

Safe Fleet’s video and telematics products and services are sold and delivered under a variety of brand names, including Safe Fleet®, Seon®, FleetMind®, MobileView®, COBAN®, and Mobile-Vision.™ These brands and associated businesses are owned and operated through Safe Fleet Acquisition Corp. and its wholly-owned subsidiaries, including FleetMind Seon Solutions, Inc., Seon System Sales, Inc., Seon Design (USA) Corp., COBAN Technologies, Inc., and SF Mobile-Vision, Inc.

1. **APPLICABILITY.** These PM Terms apply to any preventative maintenance services (“**PM Services**”) set forth in a Sales Confirmation (as defined in the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions available at www.safefleet.net/v-and-t-general-terms (the “**V&T Standard Terms**”)). These PM Terms are an addendum to the V&T Standard Terms, and both these PM Terms and the V&T Standard Terms will apply to all PM Services. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the V&T Standard Terms. In the event of any conflict or ambiguity between any provision of the V&T Standard Terms and any provision of these PM Terms, these PM Terms shall control, but with respect to PM Services only.

2. **PREVENTATIVE MAINTENANCE SERVICES.**

2.1 Subject to Customer’s compliance with these PM Terms, including its payment and other obligations hereunder, Safe Fleet will provide PM Services to Customer during the PM Services Term. “**PM Services Term**” means the initial term for PM Services as set forth in the Sales Confirmation, or, if no such initial term is stated in the Sales Confirmation, one year from Safe Fleet’s acceptance of the applicable purchase order (the “**PM Services Initial Term**”), together with any PM Services Renewal Terms (as defined below).

2.2 Safe Fleet and Customer will consult and mutually agree as to the scope and timing of the PM Services, which typically include some or all of the following elements:

2.2.1 A certified Safe Fleet technician will travel to Customer’s site and conduct a fleet-wide inspection of video equipment and related Hardware, in each case which was both supplied and installed by Safe Fleet (the “**Fleet Inspection**”), in an effort to identify for repair or adjustment equipment that may not be functioning properly. The technician typically performs some or all of the following tasks, as applicable, as part of the Fleet Inspection: physically inspect each of the main solution components as well as associated cabling and mounts for signs of excessive wear and tear or damage due to other causes; verify that each major system component is in good working order; inspect connections between the different system components; verify data connections; review overall health of the covered systems; inspect the immediate area surrounding each component for any issues that may impair the proper functioning of the covered Fleet Safety Solution going forward.

2.2.2 During such Fleet Inspection, the technician will attempt to identify the need for repairs, replacements and adjustments for parts still under the original Safe Fleet manufacturing warranty pursuant to the terms of the Warranty Documentation (or, in the case of third-party parts originally supplied by Safe Fleet, that third party’s applicable warranty repair period) (together, “**Warranty Parts**”). During the Fleet Inspection, the technician will also identify items requiring repair which are determined by Safe Fleet to be out of warranty (“**Non-Warranty Parts**”).

2.2.3 All repairs for Warranty Parts will be conducted at the time of Fleet Inspection, subject to part replacement timing as described in Section 5 of these PM Terms. Labor costs for such repairs of Warranty Parts

will be included at no additional cost to Customer under the Safe Fleet Preventative Maintenance Program. Repair of Non-Warranty Parts will require payment of mutually agreed applicable additional labor and parts/material charges; for clarity, Safe Fleet will have no obligation to repair any Non-Warranty Parts unless and until the Parties mutually agree on additional fees applicable to such repairs.

2.2.4 Freight charges for the necessary repair or replacement of covered parts identified during the Fleet Inspection will be covered by the Preventative Maintenance Program. Parts identified as subject to repair or replacement outside of the Fleet Inspection, however, will be subject to the standard RMA process outlined in Section 6 of these PM Terms.

2.2.5 Upon completion of the Fleet Inspection and any subsequent repairs, Safe Fleet will provide a status report outlining Safe Fleet's assessment of the covered fleet safety system health status of each vehicle.

2.2.6 If, during any Fleet Inspection, Safe Fleet identifies equipment requiring repair, replacement, or adjustment, and Safe Fleet is unable to perform such repair, replacement, or adjustment at the time of the Fleet Inspection due to lack of availability of Warranty Parts or Non-Warrant Parts, then Safe Fleet will provide one follow-up visit to perform same, at no additional cost to Customer for labor, travel, or expenses. For clarity, such follow-up visits are not offered due to unavailability of any vehicles during the Fleet Inspection, and any follow-up visits required due to such unavailability will be subject to additional Fees at Safe Fleet's then-current rates.

3. **COMMENCEMENT OF PM SERVICES; SCHEDULING.** The preventative maintenance program begins once the related customer purchase order is received, accepted, and acknowledged by Safe Fleet, at which point Safe Fleet and Customer will mutually agree on a service schedule consistent with the Sales Confirmation and these PM Terms. Scheduling dates are set a minimum of 30 days from the time of service program purchase. Customer may request changes to the schedule at least 30 days in advance via email to PTLW-Service@safefleet.net, and such changes are subject to Safe Fleet's approval in its discretion. Changes requested less than 30 days in advance will be subject to an additional change fee, at Safe Fleet's then-current rates.

4. **FEES.**

4.1 The base Fees for PM Services are as set forth in the Sales Confirmation. In all cases, Fees are calculated based on, and apply to, each vehicle in Customer's fleet which includes, or on which Customer uses, any Safe Fleet V&T Offering (each, a "**Billable Vehicle**"). Partial fleet coverage is not available. Fees are payable with respect to all Billable Vehicles in the fleet, even if some are not available for service. Customer will maintain adequate, accurate records with respect to its fleet sufficient to allow Safe Fleet to confirm the calculation of fees hereunder, and Safe Fleet will have the right, during the PM Services Term and for one year thereafter, upon reasonable notice to Customer, to inspect and/or audit Customer's applicable books, records, facilities, and/or vehicles to confirm the applicable fees and payments hereunder.

4.2 Fees are also based on service frequency, as set forth in the Sales Confirmation, and assume fleets with a minimum of 25 Billable Vehicles. Fees include Safe Fleet's travel expenses, provided that Customer's fleet includes at least 25 Billable Vehicles. If Customer's fleet includes fewer than 25 Billable Vehicles, Customer will reimburse Safe Fleet for its reasonable travel-related expenses, in addition to the fees set forth in the Sales Confirmation.

4.3 Customer will pay all fees for PM Services annually in advance, within 30 days of receipt of invoice.

4.4 Labor and parts for cabling or rewiring are not covered by the Preventative Maintenance Program. A price quotation for any additional labor and parts for cabling or rewiring will be submitted to the Customer before that additional work is completed.

5. **SPARE PARTS.** Safe Fleet strongly recommends that Customer purchase spares of swappable parts in numbers equal to 5% of the number of on-board computing or digital video recorder units deployed across Customer's fleet. If the goal of 5% spare stock is not feasible for small fleets, Safe Fleet recommends that at least one (1) of each major component (e.g., CPU, touch screen display) be kept on hand. This availability of spare parts to the Safe Fleet technician will ensure that if a faulty part is removed, it can be replaced in a timely manner. In any event, Customer's failure to provide a spare will result in the faulty part's removal without immediate replacement, and Safe Fleet will have no liability with respect thereto. It will be the customer's responsibility to replace the repaired part upon return from RMA, as set forth in Section 6 below, and/or place this repaired/returned unit into the stock of spares.

6. **RMA PROCEDURES.**

6.1 Under the Preventative Maintenance Program, when Safe Fleet's on-site technician determines that a part repair requires a return merchandise authorization (RMA), the technician, in his or her discretion, will remove from the vehicle at the time of service any major components requiring repair but without extensive rewiring (e.g., CPU, display). For any RMA-required repair, the Safe Fleet technician will provide the customer with a written summary of the part, problem description, warranty status, and assigned RMA number at the time of service or promptly thereafter.

6.2 For Warranty Parts, Safe Fleet will cover the cost of (a) shipping the RMA-required part back to the authorized Safe Fleet service center for diagnosis and repair or replacement by Safe Fleet and (b) re-installing the repaired or replaced part in the vehicle (if no spare replacement part was installed at time of service) or placing the repaired or replaced part into the Customer's stock of spare parts. The method of shipment will be at the discretion of Safe Fleet, and the Customer will be responsible for ensuring the RMA-required part is forwarded to Safe Fleet's specified carrier within Safe Fleet's specified timeframe.

6.3 Non-Warranty Parts requiring RMA will be subject to additional shipping and diagnostics fees payable by the Customer for Safe Fleet to generate a price quotation for the necessary repair or replacement. Such repair or replacement will occur after the Customer's purchase order in response has been received, accepted and acknowledged by Safe Fleet.

7. **ADDITIONAL CUSTOMER OBLIGATIONS.**

To receive PM Services, Customer must provide: (a) a list of vehicles, including vehicle number, identifying the vehicles to be included under the Preventative Maintenance Program, and promptly update such list after each Customer fleet update; (b) easy access for Safe Fleet's technician to areas within the building (e.g., vehicle bays, yard, workspace, lunchroom, washrooms) reasonably requested by Safe Fleet for purposes of providing the PM Services; (c) a workspace equipped with a desk for the Safe Fleet technician to operate a computer; (d) a minimum of one indoor bay with adequate power and lighting; (e) a Customer representative as a primary point of contact, available daily on an as-needed basis for Safe Fleet's technician to discuss vehicle availability needs to ensure vehicles are available continuously for PM Services (provided, for clarity, that vehicles unavailable during the site visit will still incur Fees as set forth in Section 4); (f) personnel qualified to drive vehicles and operate vehicle facilities (e.g., raise/lower lift arms, etc.) as reasonably requested by Safe Fleet; (g) provide easy access to Customer-furnished spares as reasonably requested by Safe Fleet; and (h) all other information and assistance as Safe Fleet may reasonably request in order to provide the PM Services. Safe Fleet will have no liability for failure to provide, or delay in providing, any PM Services to the extent caused by Customer's failure to perform, or delay in performing, any of the foregoing obligations or any of Customer's other obligations under these PM Terms or the remainder of this Agreement.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 The Preventative Maintenance Program does not cover third-party products or parts not purchased from Safe Fleet.

8.2 Services required as a result of abuse, neglect, or physical damage are not covered by the Preventative Maintenance Program; in such cases, additional charges will apply. Customer will use standard Safe Fleet support services between preventative maintenance engagements for any issues/corrective maintenance needs that may arise in order to prevent a backlog of issues on the day(s) of scheduled preventative maintenance; failure to do so may, as reasonably determined by Safe Fleet, be deemed neglect subject to additional charges.

8.3 COMPLETION OF A FLEET INSPECTION DOES NOT GUARANTEE SYSTEM PERFORMANCE, NOR DOES IT PREVENT ALL ISSUES, INCLUDING THE NEED FOR FURTHER REPAIRS, REPLACEMENTS OR ADJUSTMENT OF PARTS. SAFE FLEET DOES NOT WARRANT OR GUARANTEE THAT ANY GIVEN PROBLEM WILL BE SOLVED OR THAT SYSTEM COMPONENTS WILL BE ERROR-FREE. NORMAL DETERIORATION OF EQUIPMENT AND/OR WEAR AND TEAR WILL STILL OCCUR, WHICH CAN IMPACT SYSTEM PERFORMANCE OR REQUIRE THE FURTHER REPAIR, REPLACEMENT, OR ADJUSTMENT OF PARTS. A FLEET INSPECTION ALSO DOES NOT REMOVE OR REPLACE THE NEED FOR ROUTINE, REGULAR MAINTENANCE AND INSPECTION OF SAFE FLEET PARTS AND SYSTEMS AS SPECIFIED IN THE APPLICABLE DOCUMENTATION AND OTHER MATERIALS MADE AVAILABLE FOR THE SUBJECT PARTS OR SYSTEMS. FURTHER, COMPLETION OF A FLEET INSPECTION CANNOT PREVENT ALL INCIDENTS INVOLVING THE SUBJECT VEHICLE. HUMAN ERROR AND BEHAVIOR BY DRIVERS, PASSENGERS, PEDESTRIANS, AND OTHER PERSONS, WEATHER, AND OTHER FACTORS CAN IMPACT SYSTEM RELIABILITY AND PERFORMANCE. SAFE FLEET WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY OF THE FOREGOING.

8.4 SAFE FLEET WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER SIMILAR FORM OF DAMAGES WHATSOEVER, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE PERFORMANCE OF A FLEET INSPECTION OR ANY OTHER PM SERVICES, EVEN IF IT HAS BEEN ADVISED OF (OR OTHERWISE MIGHT HAVE ANTICIPATED) THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASES OF FRAUD OR WILLFUL MISCONDUCT BY SAFE FLEET, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE SAFE FLEET PARTIES FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE PM SERVICES, REGARDLESS OF THE FORM(S) OF ACTION, EXCEED, IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO SAFE FLEET FOR SUCH PM SERVICES UNDER THE APPLICABLE SALES CONFIRMATION THAT GAVE RISE TO SUCH CLAIM FOR THE YEAR IN WHICH SUCH LIABILITY AROSE. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE PM SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER SUCH ACTION HAS ACCRUED. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 8.4 ARE A MATERIAL PART OF THE BARGAIN. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH PROVISIONS. EACH PARTY ACKNOWLEDGES AND AGREES THAT THESE PROVISIONS SHALL APPLY WHETHER OR NOT THE REMEDIES ALLOWED UNDER THIS AGREEMENT ARE DEEMED ADEQUATE AND WHETHER OR NOT SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

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