

EVALUATION AGREEMENT

–IMPORTANT–

PLEASE READ THE TERMS OF THIS EVALUATION AGREEMENT CAREFULLY. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND NETRADYNE.

This Evaluation Agreement (the "**Agreement**"), constitutes the terms and conditions on which NetraDyne, Inc., a Delaware corporation with offices located at 9191 Towne Centre Drive, San Diego, California 92122 and/or its suppliers/licensors (collectively, as applicable, "**NetraDyne**") provide the software licenses, hardware, warranty coverage and other services to end-user, customer, or other entity ("**Trial User**") directly from **NetraDyne** or through a **NetraDyne** authorized distributor or reseller for an evaluation of NetraDyne's products and/or services, (each a "**Party**" and collectively, the "**Parties**"). Your rights and **NetraDyne's** and its suppliers'/licensors' obligations hereunder, are conditioned upon your payment of the applicable Evaluation Fee and your compliance with the terms and conditions set forth in this and other agreements with **NetraDyne**.

BY CLICKING THE "I ACCEPT" "SUBSCRIBE NOW" "PURCHASE NOW" "BUY NOW" OR "ORDER NOW" BOX OR BY USING ANY SERVICE SOFTWARE, EVALUATION HARDWARE, OR SERVICES PROVIDED BY NETRADYNE, OR BY ACCEPTING OR SIGNING NETRADYNE'S QUOTE OR PURCHASE ORDER, OR WHEN ANY NETRADYNE PROVIDED SERVICE SOFTWARE, SERVICE AND/OR EVALUATION HARDWARE IS "IN USE", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOLLOWING TERMS AND AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT, AND IF YOU ARE ACCEPTING ON BEHALF OF AN ENTITY, THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS AS ENFORCEABLE AS ANY WRITTEN, NEGOTIATED CONTRACT SIGNED BY YOU AND NETRADYNE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, NETRADYNE IS UNWILLING TO GRANT YOU THIS LICENSE OR TO PERMIT YOU TO ACCESS ITS SERVICE SOFTWARE, EVALUATION HARDWARE, OR ITS SERVICES AND YOU SHOULD NOT INSTALL OR USE THE SERVICE SOFTWARE, ACCESS THE EVALUATION HARDWARE, OR USE ANY OF THE SERVICES. IF APPLICABLE, AND IF YOU DO NOT ACCEPT ALL OF THESE TERMS AND CONDITIONS PRIOR TO USING THE SERVICE SOFTWARE, EVALUATION HARDWARE, OR SERVICES, YOU MUST PROMPTLY RETURN THE EVALUATION HARDWARE, SERVICE SOFTWARE, AND OTHER DELIVERABLES TO THE PLACE OF PURCHASE. IF ANY SERVICE SOFTWARE HAS BEEN INSTALLED ON YOUR SYSTEM THEN YOU MUST ALSO IMMEDIATELY UNINSTALL THE SERVICE SOFTWARE.

This Agreement, as may be amended by NetraDyne from time to time, together with the following agreements (all of which are incorporated herein by reference) constitute the entire contract between **NetraDyne** and Trial User, and supersede all prior understandings and agreements (including any previously signed Evaluation Agreement, whether or not for the same Evaluation Hardware, Services or Service Software) between **NetraDyne** and Trial User, whether written or oral, relating to the subject matter hereof: (i) the quote that we may have issued to you ("**Quote**"); (ii) the Services Agreement or Statement of Work that we may have issued to you ("**SOW**"); (iii) the Service Level Agreement located at <http://netradyne.com/sla17-4350/> as may be amended by NetraDyne from time to time; and (iv) any applicable third-party license agreement(s), as may be amended by third-party licensor from time to time. The effective date of this Agreement is the earlier of the dates which you sign a Quote, SOW or click your acceptance of this Agreement during the installation, upgrade or update of the Service Software, or when you first use the Service Software, Evaluation Hardware or Service. Any purchase orders, statement of work or other document issued by you or any entity other than by NetraDyne shall be valid only for the purpose of identifying this Agreement, the Quote, or the SOW and shall be used for reference purposes only, and any terms included in such purchase orders are void and shall be of no effect. In the event of any conflict between the terms of this Agreement and the terms of the Quote and/or SOW, the terms of the Quote

and/or SOW shall prevail. NetraDyne's failure to object to provisions contained in any communication from Trial User shall not be deemed a waiver of the provisions herein.

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Evaluation Materials and Use. In consideration of Trial User's payment of the Evaluation Fee as set forth in the Quote, and conditioned upon Trial User's compliance with the terms and conditions of this Agreement, NetraDyne hereby agrees to: (a) loan to Trial User the number of Driveri™ mobile video analytics devices ("**Evaluation Hardware**") set forth in the Quote; (b) grant to Trial User a limited personal, non-exclusive, non-transferable, non-sublicensable license in the United States to use the software contained, delivered separately, pre-loaded, installed or embedded in the Evaluation Hardware (the "**Evaluation Firmware**"); and (c) provide up to the number of Authorized Users set forth in the Quote the right to standard customer access to and use of the NetraDyne's Driveri™ cloud-based software platform service and customer portal for video-based analytics (the "**Evaluation Services**" and together with the Evaluation Hardware and Evaluation Firmware, the "**Evaluation Materials**"), in each case solely for the Permitted Use during the Evaluation Period. The "**Evaluation Period**" shall commence on the date the Evaluation Hardware is installed in Trial User's vehicle(s) (the "**Installation Date**") and continue for a period of thirty (30) days unless NetraDyne agrees in writing or in the Quote to extend the Evaluation Period to sixty (60) days (or such longer period as agreed to in writing or in the Quote by NetraDyne). "**Authorized User**" means an employee of Trial User who: (i) is identified by Trial User's written notice to NetraDyne as authorized to access the Evaluation Services; (ii) is under Trial User's direct control and supervision; (iii) requires access to and use of the Evaluation Services for the Permitted Use; and (iv) has been informed of and agrees to comply with the terms and conditions of this Agreement.

"**Permitted Use**" means the testing, demonstration, trial and other evaluative (but not any developmental or productive) use of the Evaluation Materials by an Authorized User for the benefit of Trial User solely for the purpose of Trial User's evaluation of the Evaluation Materials to determine whether Trial User will enter into NetraDyne's Master Agreement.

2. Delivery and Installation of Evaluation Materials. Within a commercially reasonable period of time following the later of (a) the Parties' execution and delivery of the Quote and (b) Trial User's payment in full of the Evaluation Fee, or on such later date as shall be established by mutual agreement of the Parties, NetraDyne or its subcontractor shall deliver and, if agreed in the Quote, install the Evaluation Hardware, by such means as are reasonable and appropriate. The cost of delivery of the Evaluation Hardware on Trial User's vehicle(s) is included in the Evaluation Fee.

3. Care and Use of Evaluation Materials. Trial User shall not modify or alter the Evaluation Materials. Trial User shall be liable for any loss or damage occurring to the Evaluation Materials after receipt by Trial User. Trial User may only use or cause or permit the use of the Evaluation Materials: (a) in and for the Permitted Use; (b) on Trial User's property or premises; (c) in compliance with applicable law; (d) in accordance with all of NetraDyne's instructions concerning the use of the Evaluation Materials; (e) in the United States and (f) in all respects in accordance with the terms and conditions of this Agreement. Trial User shall not, and shall not permit any other person to, access or use the Evaluation Materials or other NetraDyne Materials except as expressly permitted by this Agreement or the Quote. Without limiting the generality of the foregoing, Trial User shall not analyze, attempt to modify, reverse engineer, disassemble, decompile, decode or adapt the Evaluation Materials, or otherwise attempt to derive or gain access to the source code of the Evaluation Firmware or Service Software, in whole or in part.

4. Evaluation Fee. In consideration of NetraDyne's providing access to the Evaluation Materials to Trial User during the Evaluation Period, Trial User shall pay to NetraDyne within ten (10) days after delivery the amount set forth in the Quote (the "**Evaluation Fee**") to cover the Evaluation Period.

5. Performance of Driveri Services.

(a) Certain Definitions.

"**Documentation**" means any manuals, instructions or other documents or materials that NetraDyne provides or makes available to Trial User in any form or medium and which describe the functionality, components, features or requirements of the Evaluation Materials, the Services, the Evaluation Firmware, the Evaluation Hardware or NetraDyne Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Driving Data**" means video images; still images; sound recordings (unless prohibited by law): location information; GPS information; travel information or speed information taken by the installed Evaluation Hardware; all whether or not Processed. For avoidance of doubt, Driving Data does not include Trial User Data nor NetraDyne Derived Data.

"**Intellectual Property Rights**" means registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**NetraDyne Derived Data**" means information, data and other content that NetraDyne derives from the processing and/or analysis of Driving Data including without limitation through the use of algorithms.

"**NetraDyne Materials**" means the Evaluation Materials, the Service Software, Specifications, Documentation and NetraDyne Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by NetraDyne or any subcontractor in connection with the Services or otherwise comprise or relate to the Evaluation Materials or NetraDyne Systems. For the avoidance of doubt, NetraDyne Materials include NetraDyne Derived Data and any information, data or other content derived from NetraDyne's monitoring of Trial User's access to or use of the Services, but do not include Trial User Data.

"**NetraDyne Personnel**" means all individuals involved in the performance of Services as employees, agents or independent contractors of NetraDyne or any subcontractor.

"**NetraDyne Systems**" means the information technology infrastructure used by or on behalf of NetraDyne in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by NetraDyne or through the use of third-party services.

"**Process**" means to take any action or perform any operation or set of operations that the Evaluation Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Services**" means the Evaluation Services and other services related to the Evaluation Hardware and Evaluation Firmware, including services related to hosting, managing, operating and maintaining the Service Software for remote electronic access and use by Trial User and its Authorized Users.

"Service Software" means the NetraDyne Driver*i* platform application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that NetraDyne provides remote access to and use of as part of the Services.

"Specifications" means the published specifications for the Services in effect as of the Effective Date and to the extent consistent with and not limiting of the foregoing, the Documentation.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Evaluation Hardware, the Evaluation Firmware or the Services that are not proprietary to NetraDyne.

"Trial User Data" means Trial User confidential or proprietary information and data (i) submitted to NetraDyne by Trial User or (ii) which is Trial User created and/or owned data and information to which NetraDyne has access in connection with the provision of the Services. Trial User Data includes personally identifiable information of Trial User employees, agents or independent contractors. For the avoidance of doubt, Trial User Data does not include Driving Data nor NetraDyne Derived Data.

"Trial User Systems" means the Trial User's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Trial User or through the use of third-party services.

(b) Service and System Control. Except as otherwise expressly provided in this Agreement or the Quote, as between the Parties, NetraDyne has and will retain sole control over the operation, provision, maintenance and management of the NetraDyne Materials, including without limitation: (i) the NetraDyne Systems; (ii) selection, deployment, modification and replacement of the Service Software; and (iii) performance of Service maintenance, upgrades, corrections and repairs.

(c) Suspension or Termination of Services. NetraDyne may, directly or indirectly, by use of any lawful means, including by use of a disabling device, suspend, terminate or otherwise deny Trial User's, any Authorized User's or any other person's access to or use of all or any part of the Evaluation Services or NetraDyne Materials, without incurring any resulting obligation or liability, if: (i) NetraDyne receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires NetraDyne to do so; or (ii) NetraDyne believes, in its sole discretion, that: (A) Trial User or any Authorized User has failed to comply with any term of this Agreement or the Quote, or accessed or used the Evaluation Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or the Quote or in any manner that does not comply with any instruction or requirement of the Specifications; (B) Trial User or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (C) this Agreement or the Quote expires or is terminated. This Section does not limit any of NetraDyne's other rights or remedies, whether at law, in equity or under this Agreement or the Quote.

(d) Trial User Control and Responsibility. Trial User has and will retain sole responsibility for: (i) all Trial User Data, including its content and use; (ii) all information, instructions and materials provided by or on behalf of Trial User or any Authorized User in connection with the Evaluation Services; (iii) the operation, maintenance and management of the Trial User Systems; (iv) the security and use of Trial User's and its Authorized Users' access credentials; and (v) all access to and use of the Evaluation Services and NetraDyne Materials directly or indirectly by or through the Trial User Systems or its or its Authorized Users' access credentials, with or without Trial User's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

(e) Access and Security. Trial User shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution and

use of all access credentials and protect against any unauthorized access to or use of the Evaluation Materials; and (ii) control the content and use of Trial User Data, including the uploading or other provision of Trial User Data for Processing by the Services.

6. Data Protection, Privacy and Compliance.

(a) Compliance with Privacy Laws. Trial User is responsible for complying with all applicable federal, state, and international data protection and privacy laws, including regulations, ordinances, orders and rules, with respect to any personal data of its employees, independent contractors, subcontractors and any other person on Trial User's property, including all persons present or otherwise audible in any vehicle in which the Evaluation Hardware is installed (each, a "**Driver**"), in connection with the use of the Evaluation Materials and in order to comply with the terms and conditions of this Agreement and the Quote. NetraDyne does not represent or warrant, and nothing in this Agreement and/or the Quote will be construed to mean, that any NetraDyne products, services, or notices that NetraDyne requests Trial User to provide to any Driver, will put or keep the Trial User in compliance with any laws. Without limiting the foregoing, when a vehicle utilizing Evaluation Materials is in a location that prohibits, by law or otherwise, recording of any data or sounds, Trial User will ensure compliance therewith.

(b) Location-Based Services. Trial User will ensure that before using the Evaluation Materials, the Driver of each vehicle in which the Evaluation Hardware is installed and in use is notified of such use in accordance with all laws and with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf.

(c) Trial User Information. Trial User (i) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Trial User's possession or under Trial User's control, that relates to the Evaluation Materials, including, without limitation, images, sound recordings, location information, and Trial User Data; (ii) will implement administrative, physical, and technical safeguards to protect the same; (iii) will maintain an up-to-date privacy policy that fully explains (A) what information it collects, (B) how it uses that information, (C) how it secures that information and (D) to whom it discloses that information; and (iv) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws as applicable within the jurisdictions in which Trial User operates, as well as the applicable data protection and privacy laws and regulations with respect to Trial User Data and any other personal data that Trial User may process or maintain in connection with its use of the Evaluation Materials.

(d) Subpoena Compliance. If Trial User or NetraDyne receives a subpoena relating to Trial User's billing records, or any information collected from or processed in connection with the Evaluation Materials, Trial User or NetraDyne agree to promptly notify the other of the subpoena, and to assist the other with compliance.

(e) Electronic Surveillance. If Trial User receives a court order relating to electronic surveillance in connection with its use of the Evaluation Materials, Trial User will promptly notify NetraDyne of such order, and provide NetraDyne any information it needs to help Trial User comply with the court order. If Trial User either (i) fails to comply with the court order, or (ii) fails to promptly contact NetraDyne for any assistance it needs in performing the electronic surveillance, and if NetraDyne is fined as a result of Trial User's failure described in (i) or (ii), Trial User will reimburse NetraDyne for the amount of the fine. If NetraDyne receives a court order relating to electronic surveillance in connection with the Services, Trial User will promptly comply with all of NetraDyne's requests.

7. Proprietary Rights.

(a) NetraDyne grants to Trial User a non-transferable, non-sub licensable and non-exclusive license to use the Evaluation Firmware solely to the extent necessary to operate the Evaluation Hardware in compliance with accompanying documentation. All such Evaluation Firmware is licensed, not sold, to Trial User and is subject

to any additional NetraDyne license that may accompany such Evaluation Firmware. All rights, title and interest in Evaluation Firmware and any other NetraDyne software not expressly granted to Trial User herein remain the exclusive property of NetraDyne or its licensors. Trial User and any third-party acting through Trial User may not (i) use Evaluation Firmware or software for any purpose not expressly permitted by this Agreement, (ii) reproduce Evaluation Firmware or software or any component thereof or any documentation related thereto, (iii) modify or create derivative works of Evaluation Firmware or software, (iv) decompile, disassemble, compile or reverse engineer Evaluation Firmware or software or otherwise attempt to gain access to the source code, or (v) use, duplicate or disclose any technical data or any information regarding the Evaluation Firmware or software for any purpose. These rights are subject to any third-party license underlying any component or application of the Evaluation Firmware or software. NetraDyne is not responsible and bears no liability for malfunction or inoperability of Evaluation Hardware, Evaluation Firmware, software or Services resulting from (A) Trial User directly or indirectly engaging in any of the foregoing items (i) through (v) above, (B) changes to or de-commitment of operating systems or other applications by any original equipment manufacturer, (C) introduction of a virus or other malware caused directly or indirectly by Trial User, (D) inoperability or incompatibility with any Trial User network or (v) any breach of this Agreement. For avoidance of doubt, Trial User may not transfer or install software or Evaluation Firmware on any goods not acquired from NetraDyne and software and Evaluation Firmware will only be installed and used on the specific, single workstation or Evaluation Hardware for which it is licensed, excluding only updates (published by NetraDyne for general customer distribution at no charge, i.e., error correction or patch).

(b) All right, title and interest in and to the Evaluation Firmware and other software, Services and NetraDyne Materials, including any and all Intellectual Property Rights therein, and all Intellectual Property Rights in and to the Evaluation Hardware, are and will remain with NetraDyne and the respective rights holders in the Third-Party Materials. Trial User has no right, license or authorization with respect to any of the Services, Evaluation Firmware, software or NetraDyne Materials (including Third-Party Materials) All other rights in and to the Services, Evaluation Firmware, software and NetraDyne Materials (including Third-Party Materials) are expressly reserved by NetraDyne and the respective third-party licensors.

(c) As between Trial User and NetraDyne, Trial User is and will remain the sole and exclusive owner of all right, title and interest in and to all Trial User Data subject to the rights and permissions granted in Sections 7(d) and 7(e) below.

(d) Trial User hereby irrevocably grants all such rights and permissions in or relating to Trial User Data to NetraDyne, its subcontractors, and NetraDyne Personnel as are necessary or useful to (i) perform the Services; (ii) enforce this Agreement and exercise its rights and perform hereunder; and (iii) create and make use of Driving Data and NetraDyne Derived Data, including sale of same. In furtherance of the foregoing, Trial User hereby unconditionally and irrevocably grants to NetraDyne an assignment of any and all right, title and interest in and to Driving Data and NetraDyne's Derived Data, including all Intellectual Property Rights relating thereto.

(e) Trial User shall and hereby does, and shall cause each of its Authorized Users and Drivers to, unconditionally and irrevocably assign to NetraDyne, the entire right, title and interest that Trial User, Driver or such Authorized User may have or acquire in any NetraDyne Materials or any of NetraDyne's Confidential Information, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto. Trial User further represents, warrants and covenants to NetraDyne, that Trial User has and will have the necessary rights, and consents to assign to NetraDyne all rights in the NetraDyne Materials as set forth in this Agreement.

(f) Trial User represents, warrants and covenants to NetraDyne that Trial User owns or otherwise has and will have any necessary rights and consents in and relating to the Trial User Data so that, as received by NetraDyne and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any Authorized User, Driver or third party or violate any applicable Law.

8. DISCLAIMER OF WARRANTY.

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT OR THE QUOTE, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT AND/OR THE QUOTE OR ANY SUBJECT MATTER HEREOF.

(b) THE EVALUATION MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NETRADYNE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE, OR THAT THE EVALUATION MATERIALS WILL MEET TRIAL USER'S REQUIREMENTS OR THAT THE EVALUATION SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR SUITABLE FOR THE PARTICULAR NEEDS OF TRIAL USER OR ANY INTENDED USER OR THIRD PARTY. NETRADYNE HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF TRIAL USER DATA.

(c) TRIAL USER REPRESENTS, WARRANTS AND COVENANTS THAT IT IS ENTERING INTO THIS AGREEMENT AND THE QUOTE AND INTENDS TO USE THE EVALUATION MATERIALS SOLELY AS A BONA FIDE POTENTIAL CUSTOMER OF NETRADYNE AND THAT TRIAL USER WILL NOT USE OR CAUSE OR PERMIT OTHERS TO USE THE EVALUATION MATERIALS, IN WHOLE OR IN PART, TO DEVELOP, DISTRIBUTE, PROVIDE OR USE ANY PRODUCT OR SERVICE THAT COMPETES WITH THE EVALUATION SOFTWARE, OR IN OR FOR ANY PURPOSE, MANNER OR APPLICATION THAT DISADVANTAGES NETRADYNE OR NETRADYNE'S BUSINESS OR OPERATIONS.

9. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL NETRADYNE BE LIABLE TO TRIAL USER OR ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT NETRADYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL NETRADYNE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE QUOTE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO NETRADYNE FOR THE EVALUATION SERVICES PROVIDED HEREUNDER.

10. Indemnification. Trial User shall indemnify, defend and hold harmless NetraDyne and its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "**NetraDyne Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**"), incurred by such NetraDyne Indemnitee in connection with any claim, suit, action or proceeding that arises out of or relates to: (a) Trial User Data, including any Processing of Trial User Data by or on behalf of NetraDyne; (b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Trial User or any Authorized User; (c) allegation of facts that, if true, would constitute Trial User's material breach of any of its representations, warranties, covenants or obligations under this Agreement or the Quote; (d) negligent or more culpable act or omission (including recklessness or willful misconduct) by Trial User, any Authorized User, or any third-party on behalf of Trial User or any Authorized User, in connection with this Agreement or the Quote; (e) libel, slander, infringement of copyright, or invasion of privacy related to the Trial User Data or any other material contained in,

processed in, or sent using the Services; or (f) any surveillance that Trial User may direct NetraDyne to undertake in connection with the Services. If Trial User fails to indemnify NetraDyne as provided in this Section, NetraDyne may exercise against Trial User any right or remedy under the Agreement and/or the Quote and any other right or remedy that NetraDyne may have, now or hereafter existing, at law, in equity, or under statute.

11. Equitable Relief. Trial User acknowledges and agrees that a breach or threatened breach by it of any of its obligations under Sections 3, 7 and 15 would cause NetraDyne irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, NetraDyne will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12. Compliance with Law. Trial User shall comply with all applicable laws, regulations and ordinances. Trial User shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement and the Quote and to utilize the Evaluation Materials. NetraDyne may suspend, terminate, withdraw or discontinue all or part of the Evaluation Services if NetraDyne believes, in its sole discretion, that Trial User is in breach of this Section.

13. Term; Termination.

(a) This Agreement commences on the Effective Date and will continue in effect until the expiration of the Evaluation Period unless terminated earlier pursuant to any of its express provisions (the "**Term**").

(b) Either Party may terminate this Agreement at any time without cause, and without incurring any obligation, liability or penalty by reason of such termination, on giving the other Party written notice of such termination.

14. Effect of Expiration or Termination. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. Unless the Parties have duly executed the Master Agreement or hereafter agree otherwise in writing, at the end of the Evaluation Period or the earlier termination of this Agreement:

(a) Trial User shall, at its expense, (i) immediately surrender the Evaluation Hardware to NetraDyne in good condition and working order, ordinary wear and tear excepted, as it was at the time of installation of the Evaluation Hardware on Trial User's vehicle(s) and (ii) provide NetraDyne or its authorized agent with access to the vehicle(s) on which the Evaluation Hardware is installed in order to permit NetraDyne or its authorized agent to remove and take possession of the Evaluation Hardware (including the Evaluation Firmware). If Trial User does not surrender the Evaluation Hardware as set forth above within fifteen (15) days of the end of the Evaluation Period or the earlier termination of this Agreement, Trial User shall immediately pay to NetraDyne the replacement cost set forth in the Quote for each Driverⁱ Device (or, if not identified in a Quote, the then-current retail price for each Driverⁱ Device as determined in good faith by NetraDyne) that is not returned to NetraDyne in good condition and working order ("Replacement Costs"). Moreover, Trial User will pay for all reasonable costs incurred by NetraDyne to obtain such Replacement Costs, including but not limited to collection fees, attorney fees or other legal fees.

(b) NetraDyne shall, without any resulting obligation, liability or penalty, deactivate the Evaluation Services.

(c) Trial User shall immediately discontinue all use of and permanently erase or cause to be erased from its and its Authorized Users' computer systems, files and storage media all copies of the NetraDyne Materials and other Confidential Information of NetraDyne obtained, made or authorized to be made by Trial User or on Trial User's behalf and, within ten (10) days after such expiration or termination, return or cause to be returned

to NetraDyne all copies obtained, made or authorized to be made by Trial User or on Trial User's behalf of documents and tangible materials containing, reflecting, incorporating or based on the NetraDyne Materials or any other Confidential Information of NetraDyne. Upon NetraDyne's request, Trial User shall certify in writing to NetraDyne that it has complied with the requirements of this Section.

15. Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") or to any of such Receiving Party's employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "**Representatives**"), information about its business affairs, products/services, confidential intellectual property, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (d) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement and the Quote; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement and the Quote. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section and to secure its enforcement.

16. Assignment. Trial User shall not assign any of its rights or delegate any of its obligations under this Agreement and/or the Quote without the prior written consent of NetraDyne. Any purported assignment or delegation in violation of this Section is null and void.

17. Waiver. No waiver by NetraDyne of any of the provisions of this Agreement or the Quote is effective unless explicitly set forth in writing and signed by NetraDyne. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement and/or the Quote operates, or may be construed, as a waiver thereof.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement or the Quote shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement and the Quote is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the terms of this Agreement or the Quote.

20. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement and/or the Quote are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the Quote shall be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the County of San Diego, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. Collection Fees. If NetraDyne is reasonably required to incur any costs or expenses to (i) collect payment of any fees or costs owing, or (ii) to procure the return of any Hardware under this Agreement, any Quote or Purchase Order, Trial user will be obligated to reimburse NetraDyne for any such fees or expenses, including but not limited to reasonable attorneys' fees, legal fees or collection agency fees.

22. Severability. If any term or provision of this Agreement or the Quote is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or the Quote or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth in the Quote or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement or the Quote, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

24. Miscellaneous. NetraDyne reserves the right to change or amend this Agreement in its discretion from time to time. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. It shall be Trial User's responsibility to periodically check <http://netradyne.com/procurement/tandc/> for changes and/or amendments to this Agreement and Trial User acknowledges that NetraDyne shall not be required to provide Subscriber with written notice of any such change(s) or amendments.

TRIAL USER HAS READ AND AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.