

Terms & Conditions – v1 September 2025

THESE TERMS ARE SUBJECT TO CHANGE FROM TIME TO TIME BY VISIONTRACK WITH THE MOST RECENT VERSION POSTED AT: <https://us.visiontrack.com/>

VisionTrack supplies vehicle video telematics hardware systems and video telematics software and data subscription services to customers. Orders for Products and Services from VisionTrack will be provided on the terms and conditions set out below, in particular:

- **Part A** – contains the general terms and conditions applying to both Products and Subscription Services (the “General Terms”)
YOUR ATTENTION IS DRAWN TO CLAUSE 13 (“STATE AND FEDERAL COMPLIANCE”) RE OUR LIABILITY IN RELATION TO ARTIFICIAL INTELLIGENCE IN VIDEO TELEMATICS SOLUTIONS
- **Part B** – contains the terms and conditions in relation to the Products (the “Product Terms”);
- **Part C** – contains the Subscription Services terms and conditions (the “Subscription Terms”);
- **Part D** – contains the definitions. Words that are capitalized throughout these terms and conditions have a specific meaning, as set out in this section (the “Definitions”);
- Our **Fair Use Policy**;
- Our **Returns Policy**; and
- Our **End User License Agreement (“EULA”)**

Your Order together with the terms and policies listed above are collectively called the “**Terms**”. In the event of any conflict, the terms set out in Your Order will prevail. No pre-printed or boilerplate terms issued to VisionTrack by You shall have any binding effect against VisionTrack.

- a) Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.
- b) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- c) Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Part A – GENERAL TERMS

1. Orders, Fees and Payment

- 1.1) Completed order forms must be signed (either electronically or by hand) and submitted to orders.us@visiontrack.com. When You place an Order with Us, You accept these Terms and agree to be bound by them.
- 1.2) Upon receipt of Your completed order form, We will send a confirmation of processing. If there are any issues, We will contact You within two (2) Business Days to resolve them. If We do not contact You within this timeframe, Your Order is deemed accepted.
- 1.3) Any subsequent Orders that You place for additional Products or Services will be subject to the standard terms and conditions in force at that time, as made available on Our website.

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- 1.4) If You choose not to pay for Products and Services in full at point of purchase, then each Order is subject to You satisfactorily passing Our credit application process. If You pass the credit application process, payments for Orders will be invoiced from the date of dispatch (the "Automatic Commencement Date")
- 1.5) Payment is due to Us within 30 days of invoice unless otherwise agreed by Us. Payments for Subscription Options (where monthly or quarterly payment option is selected) will be made via direct debit, subject to the completion of a direct debit mandate.
- 1.6) **Currency:** Prices shown in the Order and all subsequent invoices are in US dollars ("USD") and all payments must be in USD
- 1.7) **Taxes:** The price of the Products and all relevant and applicable Fees are as set out in the Order; prices are exclusive of any applicable taxes which are itemized separately.
- 1.8) **Insurance:** For US Orders, the price includes the cost of insurance for the transit to You, for non-US Orders, the cost of insuring the Products in transit will be chargeable and itemized separately on Your Order. Additional terms for international Orders are set out in Clause 2 of this Part A.
- 1.9) **Price changes:** The price quoted to You may change where:
- (a) We have provided a quote, and the quote has not been accepted by You within 30 days. In such circumstances We will requote upon request. Changes to prices may be due to factors beyond our control, such as foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs;
 - (b) any request by You to change the delivery date(s), quantities or types of Products ordered, or the specification;
 - (c) if the Products or specification chosen by You do not or will not function properly, for example if Your Vehicle is too long for the cameras selected. In such circumstances We will requote You for alternatives; or
 - (d) any delay caused by Your failure to give Us adequate or accurate information or instructions.
- 1.10) **Fee increases:** We shall be entitled to increase our Fees once annually by the Consumer Price Index ("CPI"), plus an additional 3.5%. If the CPI rate is less than 0%, Fees will increase by 3.5%. This increase will apply to the monthly subscription price You're paying at that time and to the monthly price payable after the expiry of any applicable offer or discount. We will notify You in advance of the new Fees payable and the date on which they will take effect.
- 1.11) **Late payments:** If You fail to make any payment due to Us by the due date for payment in accordance with these Terms, including any missed or cancelled Direct Debits, then, without limiting our remedies under these Terms, You will be liable to pay Us interest on the overdue amount at the rate of 4% per annum above Chase Bank's base rate from time to time. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 1.12) Overage fees, Field Intervention fees and any other fees payable by You in accordance with these Terms (including but not limited to administration fees for unpaid/missed direct debits referred to above, will be chargeable as specified or else at our standard rate from time to time and invoiced to You as they are incurred. Payment is due to Us within 30 days of invoice unless otherwise shown or agreed by Us.

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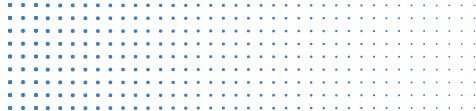
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- 1.13) **Disputed invoices:** If You dispute any invoice or other statement of monies due, You shall immediately notify Us in writing. We both agree that We will negotiate in good faith to attempt to resolve the dispute promptly. We shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Clause 1.5 of this Part A. If no dispute is raised in accordance with the process as set out in Clause 7.6 of this Part A, such amounts will be deemed accepted.

2. International Orders

- 2.1) For deliveries outside of the US, You must contact Our sales office prior to placing an Order via email to orders.us@visiontrack.com.
- 2.2) **Import licenses:** Where the Products are being delivered to a Delivery Location outside of the United States of America You are responsible for obtaining any necessary import licenses or permits necessary for the entry of the Products into any non-US territory.
- 2.3) **Import charges/duties:** Our standard pricing does not incorporate, amongst other things, dealing in foreign currency, international shipping costs and customs and import duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products. Orders placed for delivery outside the US will need to be calculated on an individual basis.
- 2.4) Unless otherwise stipulated in these Terms or agreed by Us, deliveries are in accordance with Incoterms 2010 on an ex-works basis

3. Product & Services Specification

- 3.1) We reserve the right to amend the description or specification of the Products and/or the Services at any time:
- (a) if necessary, to comply with any Applicable Laws in force from time to time;
 - (b) to implement new services, rollout product or service enhancements, or to improve the security of the Services; and
 - (c) where such changes are necessary because of changes to the specification of the Products made available by Us to You.
- 3.2) You agree that We may substitute any of the Products ordered by You under the Order with an equivalent product, providing that any substituted product provides equivalent or better functionality and specification than those ordered by You.
- 3.3) Full details of all of Our Products and their specification are available from www.visiontrack.com/us.

4. VisionTrack's obligations

- 4.1) We warrant that all Products sold, licensed or made available to You under this Agreement shall:
- (i) conform to applicable specifications, instructions, drawings, data, samples and other requirements of the applicable Order and this Agreement;
 - (ii) be delivered free and clear of any liens or encumbrances; and

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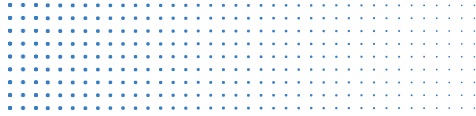
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(iii) comply with all relevant safety legislation and regulation.

4.2) We shall:

- (a) provide and supply the Products and Services and perform all of Our other obligations under these Terms including those relating to:
 - (i) anti-bribery and anti-corruption under the Foreign Corrupt Practices Act (FCPA); and,
 - (ii) economic crime under the Corporate Transparency Act
- (b) obtain and maintain in force for the Term all licenses, permissions, authorizations, consents and permits needed to supply the Products in accordance with these Terms;
- (c) provide support in relation to the Products including (without limitation) interpreting, analyzing, enhancing (including the reverse engineering of elements of the Vehicle Data to provide Location Data) and rating the Vehicle Data; and
- (d) maintain in force adequate insurance policies with reputable insurance companies with coverage suitable for a business of Our size and scale and in accordance with any Applicable Laws.

5. Your obligations

5.1) You shall:

- (a) co-operate with Us in all matters relating to the Services;
- (b) promptly pay for the Products, Services and all Fees due and payable in accordance with these Terms; and
- (c) provide Us with such information and materials as We may reasonably require to supply the Services and ensure that such information is complete and accurate in all material respects.

5.2) If Our performance of Our obligations under these Terms is prevented or delayed by any act or omission by You, Your agents, subcontractors, consultants, or employees, We shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment for the Services despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses We sustain or incurs that arise directly or indirectly from such prevention or delay.

6. Restrictions

6.1) You shall not:

- (a) except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the

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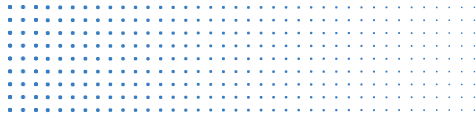
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parties and except to the extent expressly permitted under these Terms:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Products in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Products.
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
 - (c) use the Services to provide services to third parties; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Clause 6.
- 6.2) You shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Subscription Services and, in the event of any such unauthorized access or use, promptly notify Us.

7. Limitation of liability and dispute resolution

- 7.1) This Clause sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and subcontractors) arising under or in connection with these Terms.
- 7.2) Nothing in these Terms shall limit or exclude the liability of either party for any liability which cannot legally be limited, including liability for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) the deliberate default or willful misconduct of that party, its employees, agents or subcontractors.
- 7.3) Subject to Clause 7.2, in no event will Our aggregate liability to You under or in connection with the Services exceed the lesser of two hundred and fifty thousand pounds (\$250,000) and one hundred per cent (100%) of the total Fees paid or payable by You for the specific Service giving rise to the liability, as such Fees are identified on an Order, during the 12 month period preceding the event or action giving rise to liability.
- 7.4) We shall not be liable whether in contract, tort (including for negligence), breach of statutory duty, misrepresentation (whether innocent or negligent) restitution, or otherwise for any loss of profits, loss of business, depletion of goodwill, or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses howsoever arising.
- 7.5) If Our performance of Our obligations under these Terms is prevented or delayed by any act or omission by You, Your agents, subcontractors, consultants or employees, We shall:
- (a) not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly

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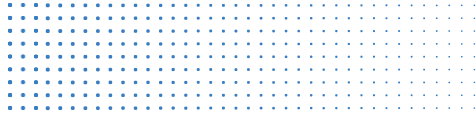
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from such prevention or delay;

- (b) be entitled to payment for the Services despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses We sustain or incur that arise directly or indirectly from such prevention or delay.

7.6) If a dispute arises out of or in connection with these Terms or the performance, validity or enforceability of it ("**Dispute**") then the Parties shall follow the procedure set out in this Clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute;
- (b) if the Parties are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the Managing Directors of each party who shall attempt in good faith to resolve it; and
- (c) if the Dispute is not resolved within 28 days after service of the Dispute Notice, either party may issue proceedings in the courts of England and Wales.

8. Confidentiality

- 8.1) Each Party shall treat as confidential all Confidential Information received from, or made known to it, by the other Party, which relates to this Agreement and to its obligations under it, except to the extent that such Confidential Information is public knowledge or acquired from another source other than as a result of any breach of this Agreement.
- 8.2) Neither Party shall disclose Confidential Information to any third party to use for any purpose other than as strictly necessary to perform its obligations under this Agreement or as may be required by law or by any governmental or regulatory authority. For the avoidance of doubt each Party shall be entitled to disclose Confidential Information where necessary to its regulators, insurers, actuaries, auditors, professional agents and advisers, its group companies and their officers and employees.

9. Termination

- 9.1) Without affecting any other right or remedy available to it, We may terminate these Terms with immediate effect by giving written notice to You if:
 - (a) You fail to pay any undisputed amount due under these Terms on the due date for payment and remain in default for more than 21 days after being notified in writing that You must make such payment;
 - (b) You commit a material breach of any of these Terms which is irremediable or and (if such breach is remediable) You fail to remedy the breach within a period of thirty (30) days after being notified in writing to do so;
 - (c) You repeatedly breach any of these Terms in such a manner as to reasonably justify the opinion that Your conduct is inconsistent with having the intention or ability to give effect to the terms of these Terms;
 - (d) You take or have taken against You (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement

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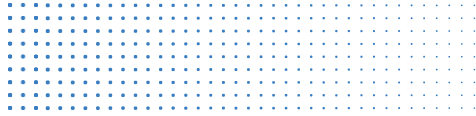
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with Your creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of Your assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause 9.1;

- (e) the performance of the whole or any part of this Agreement is prohibited or rendered impossible in consequence of any change in Applicable Law;
- (f) You cease, or threatens to cease, to carry on all or substantially the whole of Your business; or
- (g) You undergo a change of control.

10. Consequences of termination

10.1) On termination of these Terms, each party shall promptly:

- (a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply of the Products under these Terms (but, for the avoidance of doubt, excluding Products that are fully paid for);
- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- (c) except as permitted under Clauses 11.2 and 11.3 Erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- (d) on request, certify in writing to the other party that it has complied with the requirements of this Clause 10.

10.2) All payments payable to either party under these Terms or any Order shall become due immediately on its termination.

10.3) On termination of these Terms the following Clauses shall survive and continue in full force and effect: Clause 8 (Limitation of liability); Clause 8 (Confidentiality); Clause 10 (Consequences of termination), Clause 11 (Data Protection) and Clause 12 (Intellectual Property Rights)

10.4) Termination of these Terms shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.

11. Data Protection

11.1) Each Party shall comply with all applicable federal and state laws regarding privacy of personal information. We will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal information. We will keep you notified of any Sub-Processors that we use in the provision of the Services to you.

11.2) You acknowledge that in order to provide the Services under this Agreement that We collect, compile, store, process and use Your Collected Data. You hereby agree and consent that We may use Your Collected Data to help maintain and improve the VT Software and Our Products and Services, including but not limited to, carrying out technical diagnostics, detecting fraud and abuse, creating usage reports, creating new products and services and providing those services to customers, improving driver, passenger and pedestrian safety, improving hazard

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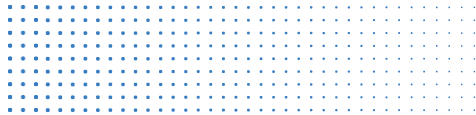
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perception, improving road safety, reducing claims frequency, preventing accidents and improving in vehicle driver monitoring. To the extent the Collected Data includes personal information, We will remove all personal information, including any data identifying the driver or Vehicle, to anonymize the Collected Data ("the Anonymized Data") prior to Us using the Anonymized Data in accordance with Clause 11.11 You acknowledge and agree that We may combine Your Anonymized Data together with the anonymized data of other customers.

- 11.3) We may use the Anonymized Data to enable Us and Our Group, to develop, provide, distribute, display, and maintain current and future versions and evolutions of Our Products and Services, to develop new products and services, or for any other purpose as We see fit, including but not limited to making the Anonymized Data available, directly or indirectly, in whole or in part, to Our customers, distributors, resellers, partners, end users or selected third parties, whether for their own benefit and use or for further distribution and use.
- 11.4) We:
- (a) do not warrant that Your use of the Services and VT Software will be uninterrupted or error-free; or that the Services, the Products, the VT Software and/or the information obtained by You through the Services will meet Your requirements; and
 - (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services and VT Software may be subject to limitations, delays and other problems inherent in the use of such telecommunications networks.

12. Intellectual Property Rights

- 12.1) The Parties agree that ownership of the Collected Data and any Intellectual Property Rights in it, shall, on creation, automatically vest in VisionTrack. Accordingly, We shall be entitled to use, and to authorize any other person to use, the Collected Data as We shall determine except that, to the extent that the Collected Data includes personal information, We shall remove the personal information before using it or authorizing any other person to use it.
- 12.2) To the extent that any Intellectual Property Rights do not automatically vest in VisionTrack on creation, You:-
- (a) hereby assign on behalf of Yourself and any employee, agent or sub-contractor engaged by You from time to time in connection with the Services, to VisionTrack with full title guarantee) all title, right or interest to or in the Footage and in any Intellectual Property Rights in it that You or any such employee, agent or sub-contractor may have in the Footage as at the date of these Terms or acquire or create in it at any time after such date ; and
 - (b) warrant to Us that You have, and shall have during the continuance of these Terms, the right to give the assignment described in Clause 12.2(a) above on behalf of Yourself and any employee, agent or sub-contractor engaged by You from time to time in connection with the Services
- 12.3) You shall do and execute, or procure the doing and executing of, such act, document and thing that VisionTrack may consider necessary or desirable to perfect the right, title and interest of VisionTrack in and to the Collected Data and the Intellectual Property Rights in the Collected Data.
- 12.4) You shall, or shall procure the relevant member of Your Group shall procure the irrevocable waiver by any employee of Yours or of any member of Your Group or by any agent or sub-contractor engaged by You from time to time in connection with the Services of all moral rights arising from time to time in the Collected Data, to the extent permitted by law; and

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- 12.5) VisionTrack grants You an unlimited, royalty-free, non-exclusive license, inclusive of sub-licensing rights to Your Group, to use, (including viewing and downloading) the Collected Data for Your own internal business purposes. For the avoidance of doubt, save as otherwise agreed in writing by the parties, You shall not be permitted to license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit, or otherwise make the Collected Data available to any third party without the prior written consent of VisionTrack.
- 12.6) You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein We do not grant You any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 12.7) We confirm that We have all the rights in relation to the Services and the Documentation that are necessary to grant all the rights that We purport to grant under, and in accordance with, the Terms.
- 12.8) Neither the Products nor the exercise by You of any of the licenses granted hereunder will infringe any Intellectual Property Right of any third party or be subject to any restrictions or to any mortgages, liens, pledges, security interest, encumbrances or encroachments. We are not aware of any pending or threatened claims, suits, actions or charges pertaining to the Products, including without limitation any claims or allegations that any Products infringes, violates, or misappropriates the Intellectual Property Rights of any third party.

13. State and Federal Compliance

- 13.1) VT Software may include artificial intelligence video telematics solutions, including Driver Identification (“DriverID”) and Driver Status Monitoring (“DSM”) technologies. These solutions may involve the use of facial recognition and behavioral monitoring features.
- 13.2) DriverID uses adaptive facial recognition to identify drivers operating a vehicle by name and identify the Connected Product. DriverID may collect and store facial data in VT Software if You affirmatively enable this feature. Data capture and storage are not automatic and require Your explicit activation.
- 13.3) Our DSM solution, uses Edge-based detection to monitor driver behavior and alert drivers of potential hazards. This DSM solution creates a facial image of the driver; facial images are temporarily stored on the VT SD Card before the Connected Product permanently destroys the images. We do not capture or store this Camera Data.
- 13.4) Use of these features may trigger compliance obligations under Applicable Laws, including but not limited to biometric data privacy laws. You should seek to consult with legal counsel prior to purchase or using these features to ensure compliance with all relevant laws and regulations.
- 13.5) We disclaim any liability arising from Your failure to comply with Applicable Laws related to the use of VT Software.

14. Miscellaneous

- 14.1) **Force Majeure:** Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from a Force Majeure Event. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate these Terms by giving 30 days’ written notice to the affected party.
- 14.2) **Assignment and Sub-contracting:** Neither Party may assign, sub-contract, transfer or dispose of any of its rights and obligations under these Terms, either in whole or in part, without the prior written consent of the other Party, save that VisionTrack may assign, sub-contract, transfer or dispose of any of its rights and obligations

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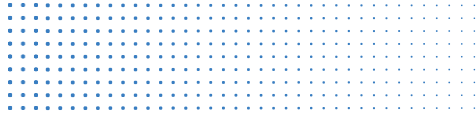
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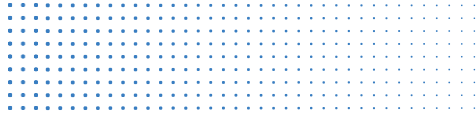


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under these Terms, either in whole or in part, to any of its Group. Where a party subcontracts its obligations under these Terms, that party shall remain primarily liable to the other party for the acts and omissions of its subcontractor(s).

- 14.3) **Notices:** All notices and other communications to be given under these Terms must be in writing, in English and delivered by hand or sent by regular mail, registered mail, express courier or e-mail to the appropriate addresses set out in these Terms (or to such addresses as a Party may notify to the other Party from time to time. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery (if delivered by hand, registered mail or express courier) or at the time of successful transmission (if delivered by e-mail). We do not accept service of legal proceedings via email.
- 14.4) **Waiver:** No failure, delay or omission by either Party to exercise, assert or claim any right under the terms of this Agreement shall (unless expressly agreed in writing by the waiving Party) be construed as a waiver of that breach, or a future breach of the same term, or as authorizing a continuation of the particular breach.
- 14.5) **Severance:** In the event that any term or other part of this Agreement becomes for any reason illegal, invalid at law, or unenforceable to any extent, that term or other part shall be deleted from this Agreement and shall be of no further force or effect and the remainder of this Agreement shall not be affected.
- 14.6) **Third Party Rights:** A person who is not a party to these Terms may not enforce any of its provisions
- 14.7) **Disputes and Governing law:** These Terms are subject to the laws of the State of Delaware and any applicable federal law. Each dispute arising under these Terms shall, in first instance, be settled by the courts of Delaware which will have exclusive jurisdiction in respect of any such disputes



PART B – PRODUCT TERMS

1 Delivery, Title and Risk

- 1.1) You are liable for all delivery costs connected to Your Order which will be itemized separately on Your Order. Where applicable, We aim to dispatch the Products by courier. Delivery costs will vary, with the delivery cost per unit decreasing in line with the number of Products ordered. For the avoidance of doubt, delivery costs exclude any taxes, levies or duties payable for Orders crossing international borders.
- 1.2) We shall dispatch any Products to You at the Delivery Location.
- 1.3) For Connected Products:
 - (i) We shall arrange for Our Products to be delivered to You at the Delivery Location/s notified to Us by You and detailed in Your Order;
 - (ii) You will be responsible for arranging installation of Our Products into Your Vehicles;
 - (iii) You must ensure that any installation of Our Products is carried out by an experienced auto electrician and, where applicable, in accordance with any Product installation guide We supply to You; and
 - (iv) Our Warranty excludes any claim where the cause of the claim is due to installation. In such circumstances, claims should be directed to Your chosen installer.
- 1.4) Any dates quoted for delivery in the Order are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or due to Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 1.5) Delivery of the Products and accessories shall be completed upon their arrival at the Delivery Location
- 1.6) Risk in each Product shall pass to you on delivery at the Delivery Location. Title to each Product shall remain with Us, regardless of whether We have delivered it to You, until You have paid Us in full for all Products delivered.

2. Product Warranty

- 2.1) Our Products are provided with a twelve (12) month return to base warranty for all products and peripherals commencing from the delivery date (the "Product Warranty").
- 2.2) Subject to Clause 2.3 of Part B, Our Product Warranty covers:
 - (a) defects in materials and workmanship;
 - (b) non-working Products; and
 - (c) errors arising from defective software code or defective updates;

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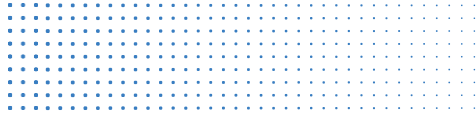
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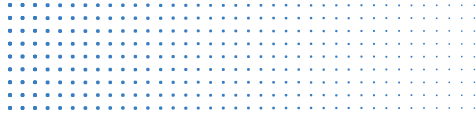
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but Our Product Warranty excludes deliberate misuse or damage to the Products.

- 2.3) If any Products supplied in accordance with an Order are defective, then, without limiting any other right or remedy that You may have, You may require Us to repair or replace the defective Products in accordance with Our Returns Policy.
- 2.4) Our Product Warranty does not cover defects arising:
 - (a) from alterations or repairs made to Products without Our prior written consent; and
 - (b) as a result of willful damage, negligence, or abnormal storage or working conditions, or damage other than fair wear and tear; and
 - (c) as a result of damage caused, or faulty installation, occurring during the installation of the Product.
- 2.5) Our Warranty will not cover any Products if You fail to return a defective Products to Us when We have requested that You do so.
- 2.6) You are liable for all postage costs under Our return to base warranty.
- 2.7) We reserve the right to charge You for all Field Interventions and for the full cost of repairing or replacing any Products, including labor and parts (if required) plus return carriage (if applicable) where:
 - (a) there is found to be no defect in the Products;
 - (b) there is a defect but that it has occurred due to an Excluded Circumstance; or
 - (c) a visit is required in respect of Products that is no longer covered by the Product Warranty.
- 2.8) You must comply with any reasonable instructions issued by Us in relation to a Product Warranty claim.
- 2.9) Product returns, repairs, replacements and refunds are governed by VisionTrack's Return Policy and return merchandise authorization process



PART C – SUBSCRIPTION TERMS

For each Connected Product ordered, You must take out an Initial Subscription to the Subscription Services and the VT Software.

1. Commencement and term

- 1.1) The Initial Subscription Period for any Connected Product ordered by You will automatically commence from either the date of dispatch or the Automatic Commencement Date in accordance with Clause 1.4 of Part A.
- 1.2) Each Live Subscription shall automatically renew as a rolling contract (“Rolling Subscription”) at the end of the Initial Subscription Term, unless You give Us at least 30 days’ written notice that You wish to terminate the Live Subscription at the end of the Initial Subscription Term. Once Your Live Subscription becomes a Rolling Subscription You may terminate it at any time by providing Us with 30 days’ written notice..
- 1.3) If You selected “No Fixed Term” on the Order, You will have been deemed to have entered into an Initial Subscription Period of 30 days, following the expiry of which We will treat each Live Subscription as a Rolling Subscription.

2. Subscription Services

- 2.1) Each Subscription Service covers a single Vehicle for the duration of its Subscription Period
- 2.2) The Subscription Services for each Vehicle include:
 - (a) Connection of the installed Connected Product(s) to the VT Software;
 - (b) supply of the Data Contract;
 - (c) the supply of the Data Services;
 - (d) storage, enhancement and enrichment of Your VT Software Data;
 - (e) the supply of Your VT Subscription Option;
 - (f) access, if selected, to Your VT Software Application; and
 - (g) provision of Our Customer Support Services.

3. VT Software

- 3.1) We shall use commercially reasonable endeavours to make the VT Software available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time each day; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that We have used reasonable endeavours to give You at least 6 hours’ notice in advance during Normal Business Hours’.

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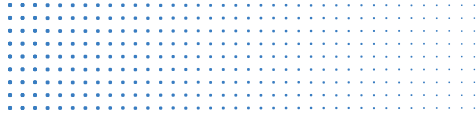
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- 3.2) We will, as part of the Subscription Services and at no additional cost to You, provide You with Our standard customer support services during Normal Business Hours.
- 3.3) We shall ensure that all of Your Camera Data is accessible by You via the VT Software.

4. Use of VT Software

- 4.1) We hereby grant You a non-exclusive, non-transferable royalty free right, without the right to grant sublicences, to permit the Users to use the VT Software during the Subscription Period solely for Your internal business operations.
- 4.2) You acknowledge that each Authorised User will need to accept the EULA in order to access the VT Software.
- 4.3) In relation to the Users, You undertake that:
 - (a) the maximum number of Users that You authorize to access and use the Services shall not exceed the number of Live Subscriptions; and
 - (b) each Authorised User shall keep a secure password for accessing the VT Software, that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep their password confidential.
- 4.4) You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;

and We reserve the right, without liability or prejudice to its other rights, to disable Your access to any material that breaches the provisions of this Clause and/or the VT Software.
- 4.5) You shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify Us.
- 4.6) The rights provided under this Clause 4 of Part C are granted to You only and shall not be considered

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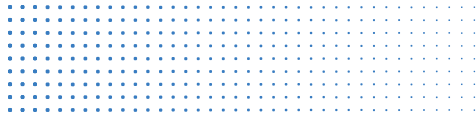
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granted to any of Your Subsidiaries or Holding Companies.

5. Data Services and Sim Cards

- 5.1) We will supply You with a Sim Card, registered in the Territory, for each Connected Product You have licensed to connect to the VT Software. Each Sim Card will include a subscription to one or more mobile networks based in the Territory. Providing that You comply with Our Fair Use Policy and this Clause 5 of Part C, Our Data Subscription Fee for each Connected Product will include all Data Costs for each Connected Product and subject to Clauses 5.6 and 5.7 below will include EU Data Roaming if You have selected EU Data Roaming in the Order.
- 5.2) You will use the Sim Card only for the Data Services. The Sim Card shall remain Our property at all times and You must return or destroy all Sim Cards/upon expiry or termination of these Terms.
- 5.3) You acknowledge and agree that We are dependent on the performance of the mobile network providers for provision of the Data Services and therefore We cannot warrant:
- (a) that the Data Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage and to the fact that these providers reserve the right to suspend their service for maintenance purposes, for security reasons, under instruction of competent authorities etc.);
 - (b) the speed at which the Location Data and Footage will be transmitted.
- 5.4) You will indemnify, defend and hold the Us harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties that the Location Data and/or Footage sent to or from the VT Software violate any Applicable Laws, infringes the rights of such third parties or is otherwise unlawful toward third parties.
- 5.5) You will indemnify, defend and hold Us and Our Group harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties with respect to, in particular the underlying wireless service carrier, that Your use of the Sim Cards is not in conformity with these Terms.

6. Suspension

- 6.1) We may without liability to You, disable Your passwords, accounts and access to all or part of the VT Software and return Your device to blank factory settings and We shall be under no obligation to provide any or all of the Services in the following circumstances:
- (a) **Non-Payment** - If We have not received payment within 30 days after the payment due date, and without prejudice to any of Our other rights and remedies, access may be suspended until such time as payment is received;
 - (b) **Customer Default** - If Our performance of any of its obligations under these Terms is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation, access may be suspended until such time as the default is remedied;
 - (c) **Fair Use** – if You breach the terms of the Fair Use Policy, access may be suspended as set out in

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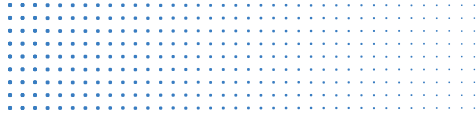
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paragraph 6 of the Fair Use Policy; and

(d) **Violation of Use** – if You breach the terms set out in Clause 4.4 of this Part C above.

7. **Bring Your Own Device (“BYOD”) Subscriptions**

- 7.1) The Service enables You to connect a BYOD Camera System to the VT Software, for a monthly subscription fee, to transmit Camera Data and Vehicle Data to the VT Software. VT Software Data can be accessed via the software user interface or VT API functions according to the BYOD Subscription.
- 7.2) The Service is offered as a cloud-based software application and does not include the supply of In-Vehicle Hardware or Warranty Services.

8. **VisionTrack’s BYOD Obligations**

- 8.1) We shall:
 - (a) Process Your order form to add BYOD Camera System(s) to the VT Software with Your requested BYOD Subscription.
 - (b) Publish and maintain the BYOD Supported Device List including the BYOD Software Features supported.
 - (c) Provide the communications settings necessary to enable BYOD Camera System(s) to connect to the VT Software.
- 8.2) Provide the minimum BYOD Software Features detailed in the BYOD Supported Device List, subject to Clause 10.2 of this Part C.
- 8.3) Provide information describing the administration and use for the VT Software for the purposes of self-administration and user training.
- 8.4) Provide Support Services to assist with the:
 - (a) The onboarding of BYOD Camera System(s)
 - (b) Resolution of connection problems to the VT Software.
 - (c) Resolution of functional issues relating to the supported BYOD Software Features
 - (d) Usage related queries relating to the VT Software.
 - (e) Resolution of issues relating to the VT Software service availability and performance.
- 8.5) We shall not be liable or responsible for:
 - (a) The provision of product warranty relating to any BYOD Camera System
 - (b) The installation or maintenance of any BYOD Camera System including hardware and firmware.

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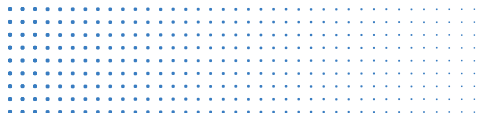
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- (c) The costs of any third-party provided services including Data Services, FOTA Service, hardware and software support for BYOD Camera System.
- (d) The provision of hardware and software support, including configuration and firmware management, relating to the BYOD Camera System.
- (e) The supply, installation and management of SIMs and related services.
- (f) The supply of software, firmware and services necessary for the maintenance of the BYOD Camera System and any related components, including footage retrieval.
- (g) The warranty or maintenance of storage media including but not limited to SD Cards, SSDs, and Hard-Disks.
- (h) The provision of support in relation to Service other than specified in this Schedule under Clause 8.4 of this Part C.

9. Customer BYOD Obligations

9.1) You shall:

- (a) Ensure that BYOD Camera System is on BYOD Supported Device List and that the device meets the minimum hardware and software requirements specified in the BYOD Supported Device List before configuring the BYOD Camera System to connected to the VT Software.
- (b) Submit order form requesting BYOD Camera System(s) be added to VT Software including BYOD Subscription Options and Vehicle details.
- (c) Be responsible for Data Services including the SIM required for BYOD Camera System(s) to connect to the VT Software, including the payment of any third-party fees.
- (d) Supply and install the BYOD Camera System where this is not already installed in the Vehicle.
- (e) Sourcing of all software, firmware and services relating to the BYOD Camera System necessary for maintenance and upgrade the system.
- (f) Upgrade the BYOD Camera System firmware where necessary to meet or exceed the minimum firmware requirements specified by VisionTrack in the BYOD Supported Device List.
- (g) Configure the BYOD Camera System to send data to the VT Software using the mandated communications settings provided by VisionTrack.
- (h) Configure the BYOD Camera to meet Your specific requirements and any mandatory / recommended settings provided by VisionTrack.
- (i) Configure the VT Software to meet Your requirements, using the self-service features of the VT Software, including, but not limited to, creation of sub-organizations, fleets, linking of the BYOD Camera System to Vehicle, Organization and User Setup.
- (j) Confirm that the BYOD Camera System is recording and transmitting Camera Data and Vehicle Data to the VT Software.

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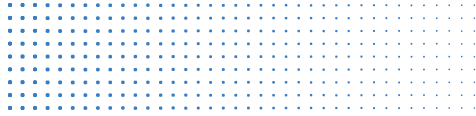
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- (k) Perform hardware maintenance, de-Fit, re-Fit and decommissioning of the BYOD Camera System including any components of the system.
- (l) Be responsible for any warranty liability and entitlement relating to the BYOD Camera System.
- (m) Perform firmware maintenance of the BYOD Camera System to ensure that the firmware meets or exceeds the minimum firmware requirements specified in the BYOD Supported Device List.
- (n) Provide configuration and firmware maintenance services, at Your own cost, via Your own or third-party FOTA Server or any other means, where these services are not provided by VisionTrack.
- (o) Implement software required for VT Software integration where required.
- (p) When making requests for support provide Us with such information and materials as We may reasonably require to enable Us to provide such support.
- (q) Deliver knowledge transfer and training to End-Users regarding usage of the VT Software.

10. Additional BYOD Terms

- 10.1) **Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time and We reserve the right, in Our sole discretion, to limit or terminate Your use of any free versions of any Services by any individual or entity. If You are using the Services on a trial or promotional basis ("**Trial Period**"), then the service will automatically be converted to a paid subscription:

- (a) at the end of the Trial Period stated in Your order form, or
- (b) if no date is specified, 30 days after Your initial access to the Services, or
- (c) upon Your conversion to a subscription.

During the Trial Period, to the extent permitted by law, We provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

- 10.2) **Limitation of Liability for Third-Party Dependencies.** VisionTrack shall provide access to the VT Software and its features as described in this Schedule and the BYOD Supported Device List. However, We do not guarantee the availability, performance, or functionality of specific features that rely on third-party hardware or software. Our responsibility is limited to providing access to the system, and We are not liable for any issues or failures resulting from third-party dependencies, including hardware or software not within Our control.
- 10.3) **Support of BYOD Solution.** You will be the primary contact for end users of the VT Software ("End Users") for all matters relating to the support and maintenance of BYOD Camera System and including use of the VT Software. VisionTrack shall serve as the escalation contact for You if it is determined that the issue is related to the VT Software. VisionTrack will refer to You those support issues that VisionTrack has determined are not related to the VT Software or that VisionTrack cannot otherwise resolve independently. Partner is responsible for ensuring it has adequate support infrastructure to deal with support issues referred to Partner in a timely and professional manner.

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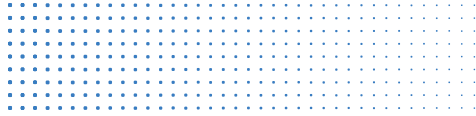
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PART D – DEFINITIONS

Applicable Laws	means all applicable state and federal laws, and regulations in force from time to time;
Authorised Installer	means our engineers, or our approved contracted installers and technicians, as notified by Us to You from time to time;
Automatic Commencement Date	has the meaning given in Clause 1.4 of Part A of these Terms;
Business Day	a day other than a Saturday, Sunday, or public holiday in New York, when banks in New York are open for business;
BYOD Software Features	means the VT software features listed as being available for the BYOD Camera System, in the BYOD Supported Device List, such features being dependent on BYOD Camera System hardware / firmware versions;
BYOD Subscription	means a subscription for each Device providing access to Service;
BYOD Supported Device List	is a document published by VisionTrack on its website which provides details of the known level of compatibility, with the VT Software, of different hardware and firmware versions of third-party video telematics systems;
Camera	any camera or Camera System made available by Us to You (models of which will vary from time to time), for lease or purchase and that can be used for recording the Camera Data and the Vehicle Data;
Camera Data	means Footage and Location Data;
Camera System	means a sim enabled connected DVR system supplied with one or more cameras which is linked to the DVR System (or any part of it and including all installed software) which stores data on a hard drive, as more particularly described in the Order, and that can be used to record and/or transmit real time Camera Data and Vehicle Data to the VT Software;
Collected Data	means Your aggregated and non-aggregated Vehicle Data, Camera Data and system usage information;
Confidential Information	means any information of a confidential nature (in whatever form) relating to the business, operations, clients, suppliers, or affairs of a party and, in relation Us, to Our Group, which would reasonably be regarded as confidential, and including any product information, know-how, designs, trade secrets, software and customer data, which is disclosed directly or indirectly to the other party in connection with the operation of this Agreement, whether or not such information is expressly stated to be, or marked as, confidential;

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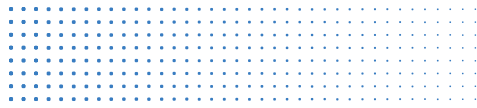
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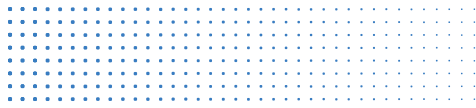
Connected Camera	means any data enabled camera (models of which will vary from time to time), fitted with a Sim Card, which can be used to record and/or transmit real time Camera Data and Vehicle Data to the VT Software or via the VT API Feed, (if specified in the Order);
Connected Product	means any Product which is either fitted with its own Sim Card or interacts with a Product that is fitted with a Sim Card, so as to allow that Product to supply of Location Data, the Footage (if applicable) and Vehicle Data to the VT Software including Connected Cameras and Camera Systems;
Connection	means the process by which We remotely connect to a newly installed Connected Product so that it and its Initial Subscription becomes “live”, and the Camera commences recording Camera Data;
Connection Date	means either (a) the date of a Connection, where You have taken an Installation Plan or (b) the Automatic Commencement Date;
Contract Year	means the period of 12months following the Connection Date;
Data Cap	means the monthly data usage limit for each Connected Product, in accordance with its Data Tariff;
Data Costs	means the costs of mobile network data charges incurred under each Data Contract for each connected Sim Card;
Data Contract	a mobile data contract between a mobile network provider and Us, for the Data Tariff of each Sim Card;
Data Tariff	means the data tariff selected by You in Your Order for each Connected Product;
Data Services	the transmission of the Location Data, the Footage and Vehicle Data from a Connected Product to the VT Software;
De-fit/Re-Fit Appointment	means any appointment booked to remove Connected Products from a Vehicle and/or re-install our Connected Products in any Vehicle;
Delivery Location	means the location set out in the Order or such other location as We may agree with You from time to time;
DVR	means digital video recorders;
EULA	means the End User License Agreement, the terms of which are required to be accepted by each User when they first access the VT Software Data, as made available here www.visiontrack.com/us/EULA and updated by Us from time to time;

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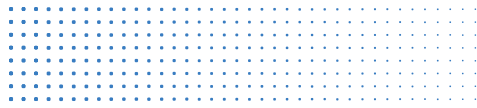
Excluded Circumstances	<p>means:</p> <ul style="list-style-type: none">a) a driver or other third-party tampering with Products, accidental or intentional damage to the Products or any alteration or additions to the Products by anyone other than Us;b) improper use of the Products or operator error;c) use of the Products with third party software or hardware other than that supplied by Us;d) incorrect installation, maintenance or repair of our Products by anyone other than Us or our Authorised Installers acting at our instigation;e) power failures and discharged batteries;f) any downtime or outages, any communication error, interruption, deletion, defect, delay in operation or transmission or other communications line failure, theft or destruction or other lack of coverage of the mobile telecommunications network used by the Products, malicious interference or system attacks; and/org) a Force Majeure Event;
Fair Use Policy	<p>means our policy which sets out the fair consumption usage as hosted here: https://visiontrack.com/terms-and-conditions/ and updated by Us from time to time;</p>
Fee	<p>means the fees payable by You for the Services as set out in the order form, these Terms or as notified to You from time to time by Us;</p>
Field Intervention	<p>means any appointment by an Authorised Installer to visit You to perform, any service other than an Installation Appointment or a De-fit/Re-Fit Appointment;</p>
Fleet	<p>means a group of Vehicles operated by You;</p>
Footage	<p>means video footage recorded by a Camera;</p>
Force Majeure Event	<p>means any circumstance beyond the reasonable control of a Party, including without limitation any:</p> <ul style="list-style-type: none">(a) act of God, flood, drought, earthquake or other natural disaster;(b) epidemic or pandemic;(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;(d) collapse of buildings, fire, explosion or accident;(e) interruption or failure of a utility service;(f) labor or trade dispute, strikes, industrial action or lockouts (other than in Our Group);(g) action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing or delaying to grant a necessary license or consent;(h) non-performance by suppliers or subcontractors (other than by Our Group);
FOTA Service	<p>means software and/or service provided by You or a third-party for the management of BYOD Camera System firmware and configuration release delivery to BYOD Camera System;</p>

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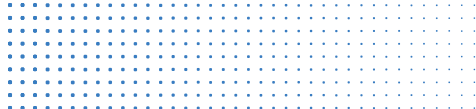
Group	means VisionTrack, and any other company which is for the time being our Subsidiary, or Holding Company, or a Subsidiary of any such Holding Company
Initial Subscription or Initial Subscription Period	means the contract term selected by You in the Order, for each Connected Product to the Subscription Services, commencing from the Connection Date;
In-Vehicle Hardware	means any BYOD Camera System installed in or attached to a Vehicle;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Live Subscription	means an active subscription for a Connected Product to our Subscription Services as entered into or renewed by You from time to time and which commences from the Connection Date;
Location Data	the precise geographical position of a Vehicle from time to time, as recorded by a Product;
Normal Business Hours	means 06:00 – 20:00 EST Monday to Friday in the US, on a Business Day;
Order	means a request for the supply of Services made in accordance with clause 1 of Part A;
Product	means any Cameras, Camera Systems, telematics devices, DVRs, VT SD Cards or other products developed or made available by VisionTrack to You from time to time and, where the context requires, the Video Telematics System ordered by and supplied to You;
Rolling Subscription	has the meaning given in clause 1.2 of Part C of these Terms;
Services	means the supply of the Products, the Subscription Services (including access to the VT Software) as detailed in Your Order, and any Service Appointments;
Service Appointment	means any De-fit/Re-Fit Appointment or Field Intervention;
Sim Card	means a mobile data sim card with an active subscription to a Data Contract and installed in a Connected Product by Us, and which can access multiple mobile phone networks in the Territory;

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