

## Software License, Hardware, and Services Agreement (Agreement)

SOBR Safe, Inc., a Delaware corporation (“**SOBRsafe**”) and “**Customer**” agree to be bound by the terms and conditions set forth below, effective as of the date as executed herein. SOBRsafe and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

### Background

1. SOBRsafe desires to license SOBRsafe’s proprietary software, including any Updates (together, the “**Software**”), to Customer;
2. SOBRsafe desires to sell SOBRsafe’s proprietary hardware to accompany the Software (the “**Hardware**”) to Customer;
3. SOBRsafe desires to provide additional services to Customer by processing all relevant information obtained by the Hardware and delivered through the Software to generate reports for Customer displaying results processed through the Software (“**Services**”); and
4. Customer desires to (i) obtain a license to use the Software, (ii) purchase the Hardware and (iii) receive the Services for its internal business purposes, subject to the applicable Proposal and the terms and conditions of this Agreement.

Accordingly, the Parties agree as follows:

### 1. Definitions and Defined Terms.

(a) “**Authorized User**” means an employee, contractor or ‘End User’ of Customer who Customer permits to access and use the Software pursuant to Customer’s license hereunder.

(b) “**Pre-existing Materials**” includes any and all inventions, discoveries, ideas (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, texts, drawings, processes, data or other information or documentation in preliminary or final form, and all intellectual property rights in or to any of the foregoing which are owned by a Party to the extent and in the form that they existed prior to Effective Date and were created without any use of the Software.

(c) “**Updates**” means updates, bug fixes, patches, other error corrections, as well as enhancements, upgrades, and all future releases.

### 2. License and Services.

(a) License Grant for Software. Subject to the terms and conditions in this Agreement, Exhibit A, SOBRsafe grants to Customer a limited, non-exclusive, non-sublicensable, non-assignable (except as permitted under Section 13(h)) license during the Term (as defined in Section 12) to use the Software for its internal business purposes. Customer shall not exceed the total number of Authorized Users set forth in Exhibit A, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable hereunder. Customer shall not use the Software for any purposes beyond the scope of the license granted in this Section 2(a).

(b) Reservation of Rights. SOBRsafe reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software or Hardware.

(c) Data Security. SOBRsafe will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized

or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the Data (defined in Section 7).

3. Hardware. SOBRsafe shall sell to Customer, and Customer shall purchase from SOBRsafe, the Hardware listed in Exhibit A in the quantities and at the prices set forth. SOBRsafe shall ensure that the Hardware is delivered to Customer within a reasonable time after the Effective Date, subject to availability of the Hardware. Shipment of the Hardware will be FOB SOBRsafe facility. SOBRsafe reserves the right to ship the Hardware by any method. SOBRsafe shall not be liable for any delays, loss or damage to the Hardware in transit.

#### 4. Support and Updates.

(a) Support. SOBRsafe provides technical support to Customer found at customer support@SOBRsafe.com. SOBRsafe does not provide support for application-specific issues other than for the Software supplied by SOBRsafe.

(b) Updates. SOBRsafe shall provide and license to Customer all Updates to the Software during the Term at no additional cost to Customer as such Updates become generally available to other Customers of the Software. SOBRsafe disclaims all liability for data loss, viruses, third-party infringement, and all other errors that may arise in the outdated version of the Software after SOBRsafe has provided an Update to Customer.

(c) Interruption of Service. SOBRsafe and its suppliers are not liable for any temporary delay, outages or interruptions of the Software.

(d) Repair and Replacement of Hardware. During the Warranty Period (as defined in Section 9(c)), if the Hardware becomes defective due to damage or misuse caused by Customer or Customer's employees or agents, then Customer shall promptly notify SOBRsafe, and SOBRsafe shall replace the defective Hardware for at the fee current at the time of the report per unit of Hardware replaced. During the Warranty Period, if the Hardware becomes defective for any reason other than Customer's or Customer's employee's or agent's damage or misuse, and such defect is not excluded from warranty pursuant to Section 9(d), then Customer shall promptly notify SOBRsafe, and SOBRsafe shall provide Customer with one of the remedies available in Section 9(e) for no additional fee.

#### 5. Customer Responsibilities.

(a) General Responsibilities. Customer is responsible and liable for all uses of the Software resulting from access provided by SOBRsafe, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. SOBRsafe reserves the right to suspend and/or terminate Customer's and any Authorized Users' access to the Software for failure to comply with the Acceptable Use Policy, or if Customer discontinues paying the Fees.

(b) Privacy. The Parties acknowledge that access to the Software may have privacy implications for Customer and the Authorized Users. Customer hereby agrees to take commercially reasonable steps to protect the Authorized Users' privacy rights, and to comply with all applicable laws, regulations, and policies related to data privacy and data protection. In connection therewith, Customer agrees not to: (i) transfer information received through the Services to third parties other than is necessary, (ii) aggregate information received through the Services with other data in such a way that would compromise an Authorized User's privacy, and (iii) collect information regarding Customer's employees other than as required.

(c) Insurance. Customer represents and warrants to SOBRsafe that it does and will maintain industry-standard insurance coverage, in commercially reasonable amounts at its sole cost and expense. For clarity, Customer shall maintain appropriate liability and any other necessary insurance to cover any acts or omissions of Customer's employees or contractors and any and all associated liability.

## 6. Fees and Payment.

(a) Fees. Customer shall pay SOBRsafe the fees (“**Fees**”) set forth in Exhibit A within thirty (30) days of the date of each invoice that Customer receives from SOBRsafe. Unless otherwise noted in EXHIBIT A, the Fees include a one-time purchase fee for the Hardware, and a recurring fee to use the Software. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Proposal. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) SOBRsafe may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse SOBRsafe for all reasonable costs incurred by SOBRsafe in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) SOBRsafe may immediately prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to SOBRsafe by reason of such prohibition of access to the Software.

(b) Payment Disputes. Except as permitted in Sections 9(e) or 10(b), all payments made by Customer to SOBRsafe are non-refundable, regardless of Customer’s actual usage of the Software, the Hardware, or Services. Customer may withhold any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies SOBRsafe of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; and (iii) promptly pays any amount determined to be payable by resolution of the dispute.

(c) Taxes. All Fees are exclusive of taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges.

(d) Changes in Fees. SOBRsafe reserves the right to modify the Fees, provided that SOBRsafe shall give Customer at least thirty (30) days written notice prior to any increase in Fees, and Customer may terminate this Agreement if Customer does not consent to such modification of Fees before such modification of Fees is effective.

7. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party. The receiving Party shall only use the disclosing Party’s Confidential Information to exercise its rights or perform its obligations hereunder. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the disclosing Party’s written request, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies. Notwithstanding the foregoing, the receiving Party may retain copies of the Confidential Information pursuant to its document retention policy, provided it continues to comply with this Section 7 for so long as it retains any Confidential Information. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire two years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 8. Intellectual Property Ownership.

(a) Software and Services. Customer acknowledges that, as between Customer and SOBRsafe, SOBRsafe owns all right, title, and interest, including all intellectual property rights, in and to the Software and the Services. The Software is licensed, and not sold to Customer.

(b) Hardware. Title to the Hardware and risk of loss or damage in transit or after passes to Customer on SOBRsafe's delivery of the Hardware to a common carrier for shipment. Accordingly, Customer must obtain insurance against damage in shipment and after.

(c) Data. SOBRsafe owns all right, title, and interest in and to the non-personally identifiable data that is transmitted through the Software and Hardware ("**Data**"), as well as all aggregated, anonymized statistics about Customer's use of the Software, the Hardware, or Services, that are non-personally identifiable with respect to Customer and/or any individual ("**Statistics**"). SOBRsafe may use the Data and Statistics for any purpose, including for its own sales, marketing, business development, product enhancement, customer service, or other initiatives.

(d) Reports. Subject to the terms of this Agreement, including Section 8(c), the reports provided to Customer through the Services will be owned by Customer. If a report includes any Data, SOBRsafe hereby grants Customer a perpetual, non-exclusive, royalty-free license to use such Data for Customer's business purposes.

(e) Pre-existing Materials. The Parties agree that each Party retains any and all ownership rights to its own Pre-existing Materials. SOBRsafe's Pre-existing Materials include: all of its Hardware, Software, algorithms, application programming interfaces, apparatus concepts, moral rights, patents and patent rights in any country, trade secrets, and know-how, as well as improvements, upgrades, and Updates, data, databases and data collections, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), materials, marketing and development plans, trade marks (including all SOBRsafe's brand names, logos, and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, techniques, user interfaces, web sites, works of authorship, and other forms of technology together with the physical embodiments thereof.

(f) Feedback. If Customer or any Authorized User sends or transmits any communications or materials to SOBRsafe suggesting or recommending changes to the Software, the Hardware, or Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), SOBRsafe is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to SOBRsafe on Customer's behalf, and on behalf of its Authorized Users, all right, title to, and interest in, and SOBRsafe is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SOBRsafe is not required to use any Feedback.

(g) IP Disclosed on the Software. SOBRsafe also reserves the right, at its discretion, but is not obligated to, disable and/or terminate the accounts of Customer or Authorized Users who infringe or violate, or may infringe or may violate the copyrights, trademarks or other intellectual property rights of others. If SOBRsafe believes that the Software or Hardware has been used in a way that constitutes or may constitute an intellectual property infringement or violation, then Customer shall promptly provide SOBRsafe with all information that SOBRsafe requests.

## 9. Representations and Warranties.

(a) Customer Representations and Warranties. Customer represents and warrants that: (i) Customer possesses the legal right and ability to enter into this Agreement; (ii) Customer will access the Software, Hardware, and Services only for lawful purposes and in accordance with this Agreement and all

applicable policies and guidelines, including the Acceptable Use Policy; and (iii) Customer has all licenses, permits and consents (including consents from Authorized Users) which may be required for Customer to gather and use the reports generated by the Services. Customer acknowledges that the Services include access to and use of Software and Hardware which are commercially available and have not been developed specifically for Customer. Customer accepts responsibility for the selection of the Services to achieve its intended results and meet its business requirements.

(b) Software and Services Warranty. SOBRsafe represents and warrants, that the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used. SOBRsafe represents and warrants that the Services will be provided with reasonable care and skill, and materially in accordance with good industry practice, and that it possesses the legal right and ability to enter into this Agreement.

(c) Hardware Warranty. Unless otherwise agreed by the Parties, SOBRsafe warrants that for a period of one (1) year from the date of shipment of the Hardware ("**Warranty Period**"), the Hardware will materially conform to the specifications for that particular Hardware and will be free from material defects in material and workmanship.

(d) Void Warranties. The warranties set forth in Sections 9(b) and 9(c) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer or any other person provided access to the Software or the Hardware by Customer whether or not in violation of this Agreement: (i) installs or uses the Software or Hardware on or in connection with any hardware or software not specified in any documentation provided by SOBRsafe or expressly authorized by SOBRsafe in writing; (ii) modifies or damages the Software or Hardware; or (iii) misuses the Software or Hardware, including any use of the Software other than as specified in any documentation provided by SOBRsafe.

(e) Remedies. If any Software (only during the Term) or Hardware (only during the Warranty Period) fails to comply with the warranties in Section 9(b) or 9(c) and such failure is not excluded from warranty pursuant to Section 9(d), then SOBRsafe shall, subject to Customer's promptly notifying SOBRsafe in writing of such failure, at SOBRsafe's sole option, either: (i) repair or replace the Software or Hardware, provided that Customer provides SOBRsafe with all information SOBRsafe requests to resolve the reported failure, including sufficient information to enable the SOBRsafe to recreate such failure; or (ii) refund the Fees paid for such Software or Hardware, subject to Customer's ceasing all use of and, if requested by SOBRsafe, returning to SOBRsafe all copies of the Software or Hardware. If SOBRsafe repairs or replaces the Software or Hardware, the warranty will continue to run from the Effective Date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 9(e) are Customer's sole remedies and SOBRsafe's sole liability under the limited warranties set forth in Sections 9(b) and 9(c).

(f) Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 9(b) AND 9(c), THE SOFTWARE, THE HARDWARE AND THE SERVICES ARE PROVIDED "AS IS" AND SOBRSAFE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SOBRSAFE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOBRSAFE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND THE HARDWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY RESULTS OBTAINED FROM THE HARDWARE OR SOFTWARE DO NOT COMPLETELY SUBSTITUTE HUMAN SUPERVISION AND JUDGMENT AND THEREFORE CUSTOMER SHALL ULTIMATELY BE SOLELY RESPONSIBLE FOR ANY ACTIONS TAKEN BY ITS EMPLOYEES, CONTRACTORS OR AUTHORIZED USERS WHO USE THE SOFTWARE OR HARDWARE.



## 10. Indemnification.

(a) SOBRsafe Indemnification. SOBRsafe shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software and the Hardware, or any use of the Software and the Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies SOBRsafe in writing of the Third Party Claim, cooperates with SOBRsafe, and allows SOBRsafe sole authority to control the defense and settlement of such Third Party Claim. This Section will not apply and SOBRsafe shall not have any indemnification or defense obligations to the extent that the alleged infringement or misappropriation arises from: (i) Customer's breach of the terms of this Agreement; (ii) Customer's use of a version of the Software or Hardware which is not the most current version; (iii) any Software or Hardware which has been altered, modified, or revised by Customer or at the request or instruction of Customer (including by SOBRsafe); (iv) the configuration of the Software or Hardware by SOBRsafe at the request or instruction of Customer and/or by anyone other than SOBRsafe; (v) failure of Customer to implement any update or Upgrade provided by SOBRsafe that would have prevented the Third Party Claim; (vi) any software or services provided by a third party; or (vii) Customer's unauthorized use of the Software or Hardware; (viii) use by Customer (after receiving notice from SOBRsafe) of an outdated version of the Software or Hardware that is no longer updated or upgraded by SOBRsafe, whether or not Customer possesses a valid license to use the same; and (ix) use of the Software or Hardware in combination with any equipment, products or third-party software, where SOBRsafe has not consented to such use in writing.

(b) Remedies. If a Third-Party Claim is made or appears possible, Customer agrees to permit SOBRsafe, at SOBRsafe's sole discretion, cost and expense, to (i) modify or replace the Software and the Hardware, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue its use. If neither of these alternatives are possible notwithstanding SOBRsafe's commercially reasonable efforts, then SOBRsafe may terminate this Agreement, in its entirety or with respect to the affected component or part, provided that SOBRsafe shall refund or credit to Customer on a pro rata basis all amounts pre-paid by Customer in respect of the Software or the Hardware that Customer cannot reasonably use as intended under this Agreement. THIS SECTION 10(b) SETS FORTH CUSTOMER'S SOLE REMEDIES AND SOBRSAFE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR THE HARDWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(c) Customer Indemnification. Customer shall indemnify, hold harmless, and, at SOBRsafe's option, defend SOBRsafe from and against any Losses resulting from any Third-Party Claim caused by Customer's or any of its employee's, contractor's or Authorized Users: (i) acts, omissions, negligence or willful misconduct; (ii) use of the Software or the Hardware in a manner not authorized or contemplated by this Agreement; (iii) breach or violation of this Agreement; and (iv) actions described in Section 10(a)(i)-(ix), provided that Customer may not settle any Third-Party Claim against SOBRsafe unless such settlement completely and forever releases SOBRsafe from all liability with respect to such Third-Party Claim or unless SOBRsafe consents to such settlement in writing, and further provided that SOBRsafe will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

## 11. Limitations of Liability.

(a) This Section 11 sets out the entire financial liability of SOBRsafe to Customer in respect of: (i) any breach of this Agreement or any Proposal by SOBRsafe; (ii) any use made by Customer of the Software, Hardware, or Services; and (iii) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement or any Proposal.

(b) Except as expressly and specifically provided in this Agreement, Customer assumes sole responsibility for results obtained from the use of the Software, Hardware, and Services, and for conclusions drawn and actions taken from such use. SOBRsafe shall have no liability for any damage or loss caused by any results or actions taken, or errors or omissions in any information, instructions or scripts provided to SOBRsafe by Customer in connection with the Services or any actions taken by SOBRsafe at the direction of Customer.

(c) THE TOTAL LIABILITY OF SOBRSAFE IN RELATION TO OR IN CONNECTION WITH ALL CLAIMS BY OR ON BEHALF OF CUSTOMER OF ANY KIND, WHETHER IN CONTRACT, UNDER THE WARRANTIES, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR PURSUANT TO ANY PROPOSAL, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SOBRSAFE PURSUANT TO THE APPLICABLE PROPOSAL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY SUCH CLAIM.

(d) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, SPECULATIVE, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, OR CLAIMS OF ANY NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUE), ARISING OUT OF OR RELATING TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Nothing in this Agreement shall have the effect of limiting or excluding either the Customer's or SOBRsafe's liability for: (i) indemnification obligations arising under this Agreement; (ii) fraudulent misrepresentation or for any other fraudulent act or omission; (iii) in the case of Customer, Customer's liability to pay the Fees; (iv) in the case of Customer, any infringement of SOBRsafe's intellectual property rights or the licenses and/or rights granted by SOBRsafe pursuant to Section 2; or (v) any other liability which may not lawfully be excluded or limited.

(f) Customer acknowledges and agrees that (i) all Data derived from the Software and Hardware is limited to a specific period of time examination of an individual user, and (ii) the outcome of Customer's use of the Software or Hardware, does not constitute any form of representation, warranty or guarantee that such individual users are not intoxicated by alcohol when not engaging the Software or Hardware.

(g) Customer acknowledges and agrees that all remedies (including those available in Section 10) which are available to Customer under this Agreement related to the Hardware automatically expire and are void at the expiration of the Warranty Period.

## 12. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement, will continue in effect for the term listed in Exhibit A (the "**Initial Term**"). This Agreement will automatically renew for additional successive one-year terms unless earlier terminated pursuant to this Agreement, or Customer gives SOBRsafe written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(ii) SOBRsafe may terminate this Agreement, effective immediately upon written notice to Customer: (A) if Customer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) if Customer files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) if Customer makes or seeks to make a general assignment for the benefit of its creditors; (D) if Customer applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; (E) if Customer breaches its obligations under Section 7; or (F) if SOBRsafe discontinues providing any portion of the Software, Hardware, or Services.

(iii) The Parties may terminate this Agreement at any time upon mutual written agreement.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, all licenses granted hereunder will also terminate, and, without limiting Customer's obligations under Section 7, Customer shall immediately cease using and delete, destroy, or return all copies of the Software. Upon termination of this Agreement, Customer will be required to pay immediately and without setoff or delay all charges, fees and costs accrued before the termination date.

(d) Survival. This Section 12(d) and Sections 1, 7, 8, 10, 11, 12(c), and 13 survive any termination or expiration of this Agreement.

### 13. Miscellaneous.

(a) Publicity. SOBRsafe may use Customer's name and may disclose that Customer has entered into this Agreement. SOBRsafe shall not indicate that Customer endorses SOBRsafe's Software or Hardware without prior written permission from Customer.

(b) Entire Agreement. This Agreement, together with any other documents referenced herein, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and use one of the following methods, each of which for purposes of this Agreement is a writing: in person; first class mail with postage prepaid; Express Mail, Registered Mail, or Certified Mail (in each case, return receipt requested and postage prepaid); internationally recognized overnight courier (with all fees prepaid); or email. If Notice is given by e-mail, it must be confirmed by a copy sent by any one of the other methods.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Force Majeure. Except for Customer's payment obligations, in no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement when (i) such Party's performance is prevented or delayed by an act or event (other than economic hardship, changes in market conditions, insufficiency of funds, or unavailability of equipment and supplies) that is beyond its reasonable control and could not have been prevented or avoided by its exercise of due diligence; and (ii) such Party gives written notice to the other Party, as soon as practicable under the circumstances, of the act or event that so prevents such Party from performing its obligations.



(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law. The laws of the State of Colorado (excluding any laws that direct the application of another jurisdiction's law) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Colorado in each case located in the city and County of Denver, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h) Assignment. SOBRsafe may assign or transfer any of its rights or obligations under this Agreement to a third party without the express written consent of Customer; however, Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the express written consent of SOBRsafe, such consent not to be unreasonably delayed, conditioned or withheld. Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing will be void.

(i) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, 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.