

# Online Master Technology and Subscription Services Agreement

## Terms and Conditions

November 7, 2023

This Online Master Technology and Subscription Services Agreement together with each applicable Services Order Form that references and incorporates these terms, including any attached addenda or exhibit, and any other document or agreements referred to, (collectively, the "Agreement") is entered into on the effective date specified on the Services Order Form (the "Effective Date") by and between Verizon Connect (UK) Limited ("Verizon Connect") and the entity identified on the Services Order Form as the customer ("Customer", "you" or "your"). Verizon Connect and Customer may be referred to as a "party" or together as the "parties." The current version of this Agreement and the terms and conditions for your Services are available at [verizonconnect.com](http://verizonconnect.com). Verizon Connect may change the Agreement terms from time to time, which changes are effective fifteen (15) days after they are posted at <http://verizonconnect.com/uk/terms-of-service> or other notice and which apply to new and previously-ordered Services. It is Customer's responsibility to check the Online Master Technology and Subscription Services Terms and Conditions regularly for any updates or changes. By signing the Services Order Form, Customer is agreeing to every provision of this Agreement, including those terms and conditions included on a Services Order Form, whether or not you have read them. This Agreement applies to all Subscriptions and to anyone who uses the Services in your account.

### 1 DEFINITIONS

The terms below, when capitalised in this Agreement, shall have the following meanings:

- 1.1 **Authorisation Agreement:** the document under which Customer authorises direct debit payments to be made to Verizon Connect.
- 1.2 **Commitment Period:** means the number of months specified in the Services Order Form that Customer has expressly committed to purchase Subscriptions for certain Subscription Services. The Commitment Period begins on the Subscription Start Date (defined below).
- 1.3 **Completed month:** means a full calendar month.
- 1.4 **Customer Data:** Vehicle Information and Video Content about Customer or its end users that Verizon Connect receives, stores or processes by virtue of providing the Services.
- 1.5 **Customer Managed Installation ("CMI"):** the standard installation option where Customer is responsible to perform the installation of all Equipment, and any de-installation or re-installation of Equipment under a warranty replacement event. CMI is the only option for certain Equipment including Non-Powered Asset Tracking and certain Plug & Play devices (see definitions below).
- 1.6 **Early Cancellation Fees:** the fees payable, calculated in accordance with the Services Order Form, if Customer terminates this Agreement or any Subscription prior to the end of any Commitment Period for any reason other than that set out in Section 14.2, where Customer has committed to purchase a Subscription for a Commitment Period.
- 1.7 **Equipment:** any physical equipment, including Vehicle tracking units (VTU's), Asset tracking units (both powered and non-powered) or video camera equipment, that Verizon Connect provides as part of the Services, as described in a Services Order Form, which will be new or like new at the time of order.
- 1.8 **Initial Service Term:** means the Commitment Period plus any applicable Free Months identified on a Services Order Form.
- 1.9 **No Show Charge** means the fee (on a per Vehicle, per event basis) that will be charged to Customer if Customer is unavailable or unprepared to proceed with a scheduled VMI (see definition below) as set forth in Section 4.3. The current No Show Charge is £100.
- 1.10 **Non-Powered Asset Tracking ("NPAT") devices:** Equipment offered by Verizon Connect that allows Customer to track assets without a power source, such as flatbeds, generators, pumps, dumpsters, containers, lifts and tanks. Customer is responsible for performing installation of any NPAT device.
- 1.11 **Permitted Territory:** the country or geographical area designated on the Services Order Form where the Vehicle is legally registered and where Customer is authorized to use the Services.
- 1.12 **Plug & Play devices:** Equipment offered by Verizon Connect that plugs directly into the OBD port of a vehicle. Unless otherwise agreed by Verizon Connect, Customer is responsible for performing installation of any Plug & Play device.
- 1.13 **Regulated Customer Data:** Customer Data, the use, processing or transfer of which is regulated by law or regulation as personal data.
- 1.14 **Renewal Term:** successive one (1) month periods from the end of the Initial Service Term set out in the Services Order Form.
- 1.15 **Services or Subscription Services:** the Verizon Connect subscription services and software applications specified on the Services Order Form, including any associated Software, and documentation.
- 1.16 **Services Order Form:** the document Verizon Connect provides to Customer for placing orders for Services substantially in the form of the initial Services Order Form, attached as Exhibit A, or that Verizon Connect otherwise approves and provides to Customer from time to time.
- 1.17 **Service Term:** the term of each Subscription set forth in the Services Order Form, together with any Renewal Term.
- 1.18 **Software:** the online software applications that Verizon Connect provides as part of the Services, together with any other software provided in connection with the Services.

- 1.19 **Subscription:** an individual subscription to the Services, whether based on Vehicles, users, administrators or other measure set forth on the applicable Services Order Form. A "Subscription" may also be referred to as a "unit".
- 1.20 **Subscription Fees or Subscription Services Fees:** the subscription fees payable by Customer to Verizon Connect for the Subscriptions, as set out in a Services Order Form and/or Authorisation Agreement.
- 1.21 **Subscription Start Date:** Except as expressly set forth in a Services Order Form, the Subscription Start Date is the first day of the month following the earlier of (i) installation of any Equipment into a Vehicle; or (ii) thirty (30) days from the signature date of the applicable Services Order Form.
- 1.22 **Vehicle:** a motor vehicle and/or stationary or movable equipment that Customer owns or controls.
- 1.23 **Verizon Connect Managed Installation ("VMI"):** means the paid installation services offered by Verizon Connect for (i) the initial installation of Equipment and (ii) de-installation or re-installation of Equipment under a warranty replacement event. VMI excludes installation of NPAT and certain Plug & Play devices.
- 1.24 **Verizon Connect Managed Installation Fee(s) ("VMI Installation Fee(s)):** means the installation fee(s) for VMI that is either (i) paid up front by Customer; or (ii) billed to Customer on a monthly basis; as set forth in a Services Order Form and/or Authorisation Agreement. VMI Installation Fees may also include amounts charged to Customer for additional services requested by Customer e.g. on-site service call or de-installation / re-installation of Equipment after the end of the applicable VMI Warranty Period.
- 1.25 **Verizon Connect Managed Installation Warranty Period ("VMI Warranty Period"):** means the thirty (30) day period following the VMI completion date for each individual component of the Equipment.

## 2 ORDERS, PRICING, PAYMENT TERMS AND TAXES

- 2.1 Customer shall place orders for Services under this Agreement by signing a Services Order Form and returning it to Verizon Connect. Every order for Services and/or Equipment by Customer under a Services Order Form shall be subject to the terms and conditions of this Agreement, which shall be deemed incorporated by reference into each Services Order Form.
- 2.2 The Subscription Fees and Service Term in respect of Customer's Subscription(s) for Services shall be as set out in the applicable Services Order Form.
- 2.3 Except as expressly set forth in a Services Order Form, the billing and Service Term shall commence upon the Subscription Start Date. Except as specifically allowed under the Agreement, the Subscriptions for Services purchased under a Services Order Form cannot be reduced during the relevant Service Term and cannot be cancelled prior to the end of the relevant Service Term.
- 2.4 Subscription Fees, VMI Installation Fees and all other amounts chargeable under this Agreement, including on any Services Order Form, are exclusive of all taxes, including sales, use, goods and services, value added or any other applicable taxes, tax-like charges and surcharges ("Taxes"), however designated. Customer is responsible for payment of all applicable Taxes (except for taxes based on Verizon Connect's net income) in addition to the Subscription Fees VMI Installation Fees and all other amounts chargeable under this Agreement. If Customer provides Verizon Connect with a valid, duly executed exemption certificate, Verizon Connect will exempt Customer in accordance with the law on the date Verizon Connect receives the exemption certificate. If Customer disputes the application of any Taxes, Customer must give Verizon Connect written notice within six (6) months of the date of the invoice. Otherwise, the application of Taxes as between Verizon Connect and Customer will be deemed correct and binding on Customer. Customer will reimburse, indemnify and hold Verizon Connect harmless for all liabilities for Taxes owed by Customer pursuant to the terms of this provision. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon Connect will be increased so that, after any such deduction or withholding, the net amount received by Verizon Connect will not be less than the amount Verizon Connect would have received had no such deduction or withholding been required.
- 2.5 To the extent permitted by applicable law, Subscription Fees and VMI Installation Fees and other charges paid by Customer are non-refundable.
- 2.6 Unless otherwise agreed to in writing by Verizon Connect, payment of all amounts due, including any Taxes, one-time activation fees, and other charges, shall be made by the Customer within thirty (30) days of the date of invoice or within any period specified in the applicable invoice, or in accordance with the applicable Authorisation Agreement. Any failure by Customer to make timely payment of any amount due under this Agreement shall be deemed a material breach. Customer agrees to reimburse Verizon Connect for all charges, costs and expenses incurred, including court costs and reasonable attorneys' fees, to enforce or collect undisputed amounts due under this Agreement. If Verizon Connect has not received payment within thirty (30) days after the due date for payment, then, without prejudice to any other rights and remedies it may have, Verizon Connect may:
- (a) without liability to Customer, disable Customer's password, account and access to all or part of the Services and Verizon Connect shall be under no obligation to provide any or all of the Services while the amount owing remains unpaid; and
  - (b) claim interest on such due amounts at a rate of: (a) 1.5% per month (compounded monthly); or, where that rate is not permitted by law, (b) the maximum amount allowed, commencing on the due date and continuing until fully paid, whether before or after judgement.
- 2.7 If Customer in good faith disputes any invoice or amount due, then Customer may withhold the disputed amount until resolution of the dispute; provided, however, that Customer shall (1) pay all undisputed amounts in accordance with the Agreement and (2) communicate the dispute in writing to Verizon Connect within sixty (60) days of the date of the disputed invoice, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time will be deemed to be accepted by Customer and may not be disputed. Verizon Connect and Customer agree to work expeditiously and in good faith to resolve any disputes.

### 3 ACCESS AND USE OF SERVICES

- 3.1 Subject to the terms and conditions of this Agreement, Verizon Connect grants to Customer a non-exclusive, non-transferable, non-sublicensable, and limited licence to access and use the Services, as specified in the Services Order Form, during the Service Term, solely for Customer's own internal business operations, and only in the country designated on the Services Order Form and/or other countries agreed to in writing by Verizon Connect, subject to network availability ("Permitted Territory"). Customer acknowledges and agrees that as of the date of this Agreement, it can access and use Verizon Connect's Integrated Video Subscription Service only in the Permitted Territory
- 3.2 Customer will defend, indemnify and hold Verizon Connect harmless for any and all claims, liability, expenses and damages, including reasonable attorneys' fees incurred, arising out of Customer's access and use of Services outside of the Permitted Territory.
- 3.3 Customer shall not, except to the extent expressly permitted under this Agreement or to the extent permitted by applicable laws, attempt to copy, modify, adapt, duplicate, create derivative works from, republish, download, display, transmit, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form or distribute all or any portion of the Services, Software, Equipment and/or associated documentation, in any form or media or by any means, or permit or assist any third party to do so.
- 3.4 Customer acknowledges and agrees that:
- (a) although certain Services contain maps, routing instructions and driving directions, Verizon Connect assumes no responsibility for the accuracy of this information. Customer is responsible for checking directions for accuracy, confirming that the designated routes still exist, responding appropriately to construction and other road hazards and adhering to all traffic laws;
  - (b) the Services may contain certain third-party applications licenced to Verizon Connect. The right to access and use the Services shall be subject to any underlying licence to Verizon Connect from a third party of any component of the Services;
  - (c) Customer may be responsible for obtaining from third parties certain additional hardware or services which may be needed to interoperate with the Services or any portion of them. If the provider of any such third-party hardware or service ceases to make the third party hardware or service available for interoperation with the corresponding Services or on reasonable terms, Verizon Connect may cease providing Services or any portion of them without entitling Customer to any refund, credit or other compensation. Where such cessation has a material detrimental effect on the Services, Customer may terminate the affected Services without liability by giving Verizon Connect notice within 30 days of the cessation and Verizon Connect will have no liability to Customer whatsoever in this event; and
  - (d) Vehicles may need to be in full working condition and that Equipment will need to have an active connection to a satisfactory mobile network in order to accept certain commands and for certain Services to operate properly.
- 3.5 This Section 3.5 applies if Customer has subscribed to a Service that includes Verizon Connect's Immobilisation feature ("Immobilisation"). Customer acknowledges and agrees:
- (a) that use of Immobilisation is the sole responsibility of Customer, which shall ensure Immobilisation is deployed with due investigation and care to ensure that Customer and third parties are not exposed to any risk of injury or damage to property as a result of its use. The Immobilisation feature should be deployed only when the Vehicle is in a non-hazardous location. Customer assumes all risks associated with the use of Immobilisation and releases Verizon Connect from any liability that may arise in connection with its use, except to the extent such liability is attributable to the negligent act or omission of Verizon Connect or any liability which cannot be excluded by applicable laws.
  - (b) Installation (and any de-installation/re-installation) of Immobilisation by any party, including Verizon Connect, may cancel, void or otherwise negatively affect certain warranties provided by the manufacturer of the Vehicle or other third parties. Customer acknowledges and agrees that it has entered into this Agreement aware of such risks and releases Verizon Connect and its installers from any liability in connection therewith, to the extent permitted by applicable laws. If Customer selects CMI for Immobilisation, it is Customer's obligation to select an installer knowledgeable about and skilled in the installation/de-installation requirements for Immobilisation.

### 4 INSTALLATION, SUPPORT AND CONSULTING SERVICES

- 4.1 **CMI:** The provision of Services requires the installation of certain Equipment into Vehicles. Unless otherwise noted on a Services Order Form, installation of all Equipment will be performed as a CMI. Customer shall be responsible for ensuring secure placement of the Equipment in or on the applicable Vehicle and accepts full responsibility of installing such Equipment, including compliance with all applicable laws or instructions related to such installation, and, to the fullest extent permitted by applicable law, Verizon Connect shall not be liable for any loss or damage whatsoever in connection with the installation. Customer accepts responsibility for the full replacement cost of any such Equipment if Equipment is damaged, lost or transferred. In no event will Verizon Connect be liable for any loss or damage resulting from late delivery of Equipment.
- 4.2 **VMI:** If Customer elects to have Verizon Connect (or its agent) perform the installation of Equipment, it shall be set forth on the Services Order Form. The parties shall each make commercially reasonable efforts to schedule and complete the VMI within ninety (90) days from the Effective Date of the applicable Services Order Form, unless otherwise agreed in writing by the parties ("**Installation Period**").
- 4.3 Customer shall be liable for a No-Show Charge if (i) Customer, any Vehicle or delivered Equipment is not available or prepared for a scheduled VMI appointment, or any service or repair visit, or (ii) Customer cancels, changes or alters the location and/or time of a scheduled VMI appointment, or any service or repair visit, with less than 24 hours' notice prior to the previously scheduled date and time. Verizon Connect's inability to install such Equipment in Vehicles due to the unavailability of Customer, relevant Vehicles and/or delivered Equipment shall not relieve Customer of its duty to pay any relevant Subscription Fees pertaining to such Vehicle(s).

4.4 Should Customer not make reasonable efforts to make Vehicles and/or delivered Equipment available for the initial installation of Equipment during the Installation Period, then Verizon Connect's obligation to complete the initial installation of such Equipment for the VMI Installation Fee(s) shall expire. Any additional installation services requested by Customer or provided by Verizon Connect after the Installation Period or an applicable VMI Warranty Period, including any de-installation and/or re-installation of Equipment, shall be subject to a separate VMI Installation Fee(s) at Verizon Connect's then-current rates.

#### **4.5 Support & Consulting Services:**

(i) Verizon Connect will provide to Customer standard on-line training, upgrades in Software and mapping (upon availability) and technical support as part of the Services at no additional cost to Customer.

(ii) Customer may from time to time order additional implementation, training, consulting and/or installation services, at Verizon Connect's professional service rates then in effect ("Consulting Services"), plus reasonable travel and living expenses incurred in connection with such Consulting Services. Orders for Consulting Services shall be evidenced by a written statement of work or similar document executed by the parties setting forth the scope of work and agreed upon fees.

### **5 PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS**

5.1 Customer shall purchase Equipment required for the provision of Services and title in such Equipment shall transfer to Customer in accordance with Section 21.4.

5.2 Except as expressly stated, this Agreement does not grant Customer any rights to or in patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, title, interest or licenses in respect of the Services. Customer will not delete or alter the copyright, trademark and other proprietary rights notices of Verizon Connect or its licensors appearing on or in the Services, Software or Equipment.

### **6 AVAILABILITY OF SERVICES**

6.1 To the fullest extent permitted by law, and other than as expressly set forth herein, Verizon Connect does not warrant any connection, communication, transmission, security of or results from the use of any information provided (or omitted to be provided) in connection with the Services. Availability of, or accuracy of information that the Services provide may become disrupted or degraded from time to time as a result of events such as disruption to satellite system operation, unavailability of wireless data carrier services or signals, disruptions to the Internet or Verizon Connect's server(s), computer failures and viruses, and hardware failures. Verizon Connect shall use commercially reasonable efforts to minimize the effects of any such disruption or degradation to Customer, but shall not be liable to Customer for any loss or damage, whether resulting directly or indirectly from (i) the unavailability of any of the Services, (ii) degradation of the accuracy of the information collected by the Services; or (iii) the failure of any Equipment.

6.2 Verizon Connect accepts no responsibility whatsoever for any Customer Data (defined below) lost as a result of any failure of Equipment or disruption to or degradation of any of the Services. To the extent permitted by law, Verizon Connect's total liability to Customer for any disruption or degradation of the Services shall not exceed the fees received by Verizon Connect from Customer for the Services related to the actual number of days during which any such disruption or degradation transpires.

6.3 Other than warranties that cannot be excluded by law, neither Verizon Connect nor its wireless network partners make any warranties with respect to the performance of any wireless network, and except as expressly set forth herein, the Services. To the extent Verizon Connect provides access to information provided by other sources, Verizon Connect accepts no liability for and makes no warranties, express or implied, with respect to the content thereof. Customer has not relied on and will not make claim that it is entitled to the benefit of any representations, promises, description of services or other statement not specifically set forth in this Agreement. Customer acknowledges that certain Equipment works with existing cellular networks only, and that if a carrier retires such a cellular network, Equipment will no longer operate. In such cases, Verizon Connect shall have no obligation or liability.

6.4 Verizon Connect may decline to ship Equipment and may suspend one or more Services (or any part thereof) if (a) Customer fails to pay any amounts for Services in accordance with the terms contained in this Agreement; or (b) Verizon Connect determines that suspension is necessary to (i) prevent or mitigate fraud; (ii) protect persons, property or the integrity or normal operation of Verizon Connect; (iii) comply with law; or (iv) undertake emergency maintenance work. Verizon Connect will give Customer reasonable notice of the suspension where practicable, save in relation to suspension pursuant to sub-clause (a) of this clause, where no additional notice is required beyond that set forth in Section 2. If Verizon Connect exercises its right to suspend a Service, it will resume the Service as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon Connect). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon Connect all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.

### **7 WARRANTIES**

7.1 Equipment. Verizon warrants that, during the Service Term of the Agreement, Equipment sold to Customer shall be free from material defects in material and workmanship under normal use. Verizon Connect will, during normal business hours, repair or replace Equipment at no charge to Customer, except that Customer will be responsible for: (i) removal of defective Equipment; (ii) shipment of defective Equipment to and from Verizon Connect as instructed by Verizon Connect; and (iii) installation of repaired or replaced Equipment. Regardless of the description of Equipment provided on a Services Order Form, Verizon Connect may provide a functionally equivalent, or functionally better product as a substitute, which may be new, or equivalent to new in accordance with industry standards and practice.

7.2 To the extent permitted by law, the above remedy shall be Customer's sole and exclusive remedy and shall be in lieu of any other remedy available to Customer at law or in equity in respect of any defective Equipment, and under no circumstances

shall Verizon Connect be liable to Customer or any third party for loss of use of any Vehicle when the Equipment is being repaired or replaced or for any indirect or consequential loss. The warranty under clause 7.1 shall be void and of no effect, and Verizon Connect's obligation to repair or replace defective Equipment shall not apply to, and Customer may incur additional charges for defects resulting from (i) damage caused by incorrect installation, use, modification or repair by any unauthorised third party or by Customer or its representative; (ii) misuse or abuse to any element of the Equipment system or component thereof; (iii) damage caused by any party or other external force; or (iv) damage caused by the connection of Equipment to any third-party products or software provided by Customer.

### 7.3 Verizon Connect:

- (a) does not warrant that Customer's use of the Services will be uninterrupted or error-free, nor that the Services and/or the information obtained by Customer through the Services will be accurate or meet Customer's requirements;
- (b) is 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 Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- (c) makes no warranties with respect to the content of any third-party information which it makes available to Customer in the course of providing the Services; and
- (d) disclaims all other warranties not expressly set forth herein to the fullest extent permitted by applicable law.

7.4 VMI Warranty Period: If Verizon Connect installs Equipment under VMI, then Verizon Connect warrants such installation(s) for a period of thirty (30) days from the VMI completion date for each individual component of the Equipment. Verizon Connect does not warrant installations, during any period, (i) against abuse, misuse, modification, or unintended use of the Equipment or other installed equipment; or (ii) a VMI installation which, at the request of Customer, results in either a permanent or temporary modification of the form or function of the asset or vehicle due to an improper installation point, such as covering or otherwise concealing an antenna Other than provided herein, all Equipment installation is provided "AS IS."

## 8 CUSTOMER OBLIGATIONS

- 8.1 Customer shall provide Verizon Connect with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Verizon Connect in order to render the Services.
- 8.2 Customer shall ensure that (i) only authorised users access the Services; (ii) user names and passwords are protected from unauthorised use; (iii) it immediately notifies Verizon Connect of any suspected or actual breach of security; and (iv) its network and systems comply with the relevant specifications that Verizon Connect provides from time to time.
- 8.3 Customer confirms that, to the extent required under applicable law, it shall provide notice to and receive express consents from all its employees, contractors, agents and other authorised users of: (a) the nature of the Equipment and Services, including the collection of Vehicle Information (defined below), as well as any Video Content (as defined below), and the anticipated use of any such information and content, which may include personal data by Customer and by Verizon Connect for the purposes of monitoring vehicle activity in order to protect company property, promote safe driving, as well as to coach employees on driving performance in the course of their employment; and (b) Verizon Connect's collection, use and disclosure of such information and content as set out in this Agreement and in the Privacy Policy (referenced below). In addition, Customer acknowledges and agrees that it is solely responsible for accessing and using Equipment and Services in compliance with the terms of this Agreement and any applicable law, including without limitation local laws regarding remote employee monitoring and the recording, storage and use of Video Content.

## 9 DATA SECURITY AND POLICY

- 9.1 Customer is responsible for all use of the Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by Customer or someone else using its username and password. Customer is responsible for protecting and securing its username and password from unauthorised use.
- 9.2 Certain Equipment and Services are designed to collect certain data and information from Vehicles, including data provided by Customer to identify its Vehicles, data regarding the location of the Vehicles, geolocation and tracking data, rate of travel, ignition on/off, idle time, number of stops and other similar information, and Vehicle Identification Numbers, (collectively, "Vehicle Information"). The collection, amalgamation, manipulation or recording of Vehicle Information may give rise to intellectual property rights, including database rights, copyrights, rights in know-how and confidential information, design rights and other similar rights anywhere in the world ("Vehicle IP"). Customer acknowledges and agrees that as between it and Verizon Connect, Verizon Connect owns all Vehicle Information and Vehicle IP, including all rights in and to such Vehicle Information and Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which Customer acknowledges) any rights it may have in any current and future Vehicle Information and Vehicle IP and herewith transfers these rights (in advance) and Verizon Connect herewith accepts such transfer. Customer has the right to use any Vehicle information and Vehicle IP provided to Customer as part of the Services for its own internal business purposes. Insofar as any additional act or documents should be required to make Verizon Connect the owner pursuant to this clause, Customer will provide Verizon Connect with the necessary cooperation. The Vehicle Information referenced in this clause 9.2 excludes personal data, and does not include any content recorded by cameras associated with Verizon Connect's Integrated Video service ("Video Content"), which shall be owned by Customer, including all rights in and to such Video Content.
- 9.3 Without limiting the generality of the foregoing, Customer acknowledges and agrees that Verizon Connect may review, analyse, manipulate, copy and modify Vehicle Information and Video Content. Verizon Connect may also distribute reports, analyses and data based upon Vehicle Information, Vehicle IP and Video Content, provided, however, that Verizon Connect agrees that it shall not disclose to any third parties any Vehicle Information or Video Content that identifies Customer specifically, or any of the drivers of Customer's Vehicles, without Customer's prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Vehicle Information, Vehicle IP or Video Content that are (i) required by

law or in response to a request from law enforcement authorities; (ii) made in connection with a subpoena or other similar demand; (iii) made in connection with a contemplated merger, acquisition or similar transaction; (iv) made to Verizon Connect's Affiliates or related companies; and/or (v) made to Verizon Connect's service providers for delivering services on behalf of Verizon Connect.

9.4 By submitting Customer Data to Verizon Connect in connection with the Services, Customer grants Verizon Connect a non-exclusive, irrevocable, and limited licence to use Customer Data for purposes of providing the Services in accordance with the terms of this Agreement and Verizon Connect's Privacy Policy (as defined below).

9.5 Verizon Connect may provide hypertext links to sites on the Internet, which are operated by unrelated third parties. Using an external hypertext link means that Customer may be leaving Verizon Connect's site and Verizon Connect therefore takes no responsibility for and gives no warranties, guarantees or representations as to linked sites.

9.6 Customer acknowledges and agrees that Verizon Connect may transfer, process, store and access Customer Data in New Zealand, the European Union, the United States or any other country in which Verizon Connect or its Affiliates, service providers, business partners or customers maintain facilities.

## **10 INDEMNITY**

10.1 Verizon Connect shall, subject to Section 10.2, defend Customer, its officers, directors and employees against any claim, action or suit asserted against Customer alleging that the Services (excluding any Customer premises equipment or equipment-related services not owned or provided by Verizon Connect) infringe any patent, copyright, trade mark, database right or right of confidentiality ("Claim"), and shall indemnify Customer for any amounts awarded against Customer in judgement or settlement of such Claims, provided that (i) Verizon Connect is given prompt notice of any such Claim, action or suit; (ii) Customer provides reasonable co-operation to Verizon Connect in the defence and settlement of such Claim, at Verizon Connect's expense; and (iii) Verizon Connect is given sole authority to defend or settle the Claim.

10.2 In no event shall Verizon Connect, its agents and sub-contractors be liable to Customer under clause 10.1 if and to the extent that such Claim arises from (1) Verizon Connect's compliance with Customer's specifications or instructions; (2) modification or customization of the Equipment or Services by anyone other than Verizon Connect or its subcontractors, whether or not at the request of Customer; (3) the combination of the Equipment or Services with products, software, and/or services not provided by Verizon Connect or its subcontractors; (4) Customer's use of the Services or Equipment in a manner contrary to the instructions given to Customer by Verizon Connect or in breach of this Agreement; (5) Customer's use of the Services or Equipment after notice of the alleged or actual infringement from Verizon Connect or any appropriate authority; (6) information, data, or other content provided by or on behalf of Customer; (7) any equipment, system, product, process, method or service of Customer which otherwise infringed any patent or copyright or misappropriated any other intellectual property rights of a third party prior to the supply of the Service and Equipment to Customer; (8) use of other than the then-current unaltered release of any Verizon Connect provided software, as long as Verizon Connect has made such release available to Customer; or (9) compliance with any applicable industry technical standards.

10.3 If Equipment or Services become, or if Verizon Connect reasonably believes that Equipment or Services might become, the subject of a Claim, or if as a result of a Claim, the use of Equipment or Services is prohibited or enjoined, Verizon Connect shall, at its option and sole expense, use its commercially reasonable efforts to do one or more of the following: (i) obtain for Customer the right to use Equipment or Services without any additional cost to Customer; (ii) replace or modify Equipment or Services so that it is no longer subject to the Claim, but performs the same functions in a materially equivalent manner; or (iii) if the foregoing options are not reasonably available to Verizon Connect, then Verizon Connect may require that Customer return the allegedly infringing Equipment to Verizon Connect and/or discontinue use of the allegedly infringing Services and upon such return or discontinuation of use, Verizon Connect shall refund to Customer the portion of the Services fees already paid for in advance but which have not yet been used, if any. No credit or refund shall be made for Services already provided to Customer.

10.4 The foregoing sets out Customer's sole and exclusive rights and remedies, and Verizon Connect's entire liability for infringement of any third-party patent, copyright, trade mark, database right or right of confidentiality.

10.5 Customer shall defend, indemnify and hold Verizon Connect harmless against any third-party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (i) any data that Customer inputs into Verizon Connect's Services systems or (ii) Customer's breach of this Agreement. In addition, to the extent that a third-party claim, action or suit arising out of one or more conditions stated in clause 10.2 (1) through (8) above is asserted against Verizon Connect ("Customer Infringement Claims"), Customer shall at its expense defend Verizon Connect and indemnify and hold Verizon Connect harmless for damages, costs, and expenses, including reasonable attorneys' fees, finally awarded against Verizon Connect for such Customer Infringement Claims or amounts agreed to by Customer in settlement of Customer Infringement Claims.

## **11 CONFIDENTIALITY**

11.1 Both Verizon Connect and Customer will treat all information received from the other party that is marked 'Confidential' or which is reasonably obvious to be confidential ("Confidential Information") as it would treat its own confidential information, but in no event shall either party employ less than a reasonable degree of care in protecting the Confidential Information. Confidential Information includes but is not limited to, pricing, business plans, customer lists, operational and technical data, and product plans. This Section shall survive termination of this Agreement and continue for a period of three (3) years following termination. Information that qualifies as a trade secret must be maintained as confidential as required by applicable law.

11.2 The provisions of Section 11.1 shall not apply to information which (i) the receiving party can prove was known before receipt; (ii) is in or enters the public domain through no wrongful default by or on behalf of the receiving party; (iii) was

received from a third party without obligations of confidence owed directly or indirectly to the disclosing party; or (iv) was independently developed by the receiving party without use or reference of the Confidential Information of the disclosing party.

- 11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations and exercise its rights under this Agreement.
- 11.4 Customer acknowledges and agrees that the proprietary information and know-how, techniques, algorithms, and processes provided by or contained in the Equipment and Services, including any related Software, or any modification or extraction thereof, constitute trade secrets and Confidential Information of Verizon Connect or its supplier and shall only be used by Customer in accordance with the terms and conditions of this Agreement. Therefore, Customer shall protect such trade secrets and Confidential Information, and Customer shall not modify, create derivative works of, copy, publicly display, publicly perform, resell, transfer, distribute, sublicense, or reproduce the Services. To the extent permitted by applicable laws, Customer is prohibited from using the Services to develop any other software, product, or service, including any other software, product, or service that is competitive with the Services, and shall not assist or permit any third party to do so. Customer agrees that it shall not decompile, disassemble, or reverse engineer the Services or otherwise attempt to gain access to any underlying code used to implement or deploy the Services. Customer may not remove or obscure any proprietary rights notice provided in or on any Services or other Verizon Connect deliverables. Each party shall return or destroy any copies of such Confidential Information that is in written, graphic or other tangible form, and, promptly upon the other party's written request, provide to the other party a written declaration confirming such action. Each party may retain Confidential Information as may reasonably form a part of its governance record and as necessary to comply with legal requirements pertaining to the retention of documents.

## 12 LIABILITY

- 12.1 This clause sets out the entire liability of Verizon Connect, its agents and sub-contractors arising under or in connection with (i) any breach of this Agreement by Verizon Connect; (ii) any representation, statement or tortious act or omission (including negligence) by Verizon Connect; or (iii) any breach of statutory duty by Verizon Connect.
- 12.2 Except as expressly and specifically provided in this Agreement:
- (a) Verizon Connect shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Verizon Connect by Customer in connection with the Services, or any actions taken by Verizon Connect at Customer's direction;
  - (b) all warranties, representations, agreements, conditions and all other terms of any kind whatsoever, whether oral or in writing, and whether express or implied, either by operation of law or otherwise, are to the fullest extent permitted by applicable law excluded from this Agreement;
  - (c) the Services are provided to Customer on an "as is" basis; and
  - (d) To the fullest extent permitted under law, Verizon Connect's total aggregate liability for any and all claims under this Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, under an indemnity or otherwise, arising in connection with the performance or contemplated performance of a Services Order Form shall be limited to the total Subscription Fees paid or payable by Customer during the 12 months immediately preceding the date on which the claim arose. If any claim, incident, event, act or omission giving rise to any liability under this Agreement (an "Event") occurs prior to the end of the first 12 month period ("Annual Period") hereunder, then calculation of such maximum aggregate liability will be based on the total amount that would have been paid or payable by Customer during the Annual Period. For the purpose of this clause and calculation, where (i) an Event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) there are multiple Events, whether connected or separate, related to this Agreement, such will be considered a single Event, will be deemed to have occurred in the Annual Period in which the first Event occurred, and will not increase this limit. Customer acknowledges and agrees that (a) this clause will be given full effect even if the warranties and the remedies contained in it are deemed to have failed of their essential purpose; and (b) any Event arising in connection with its decision to terminate or otherwise discipline any of its employees, consultants, agents, customers and other authorised users of Services shall be the sole responsibility and liability of Customer. Customer will reimburse or pay to Verizon Connect any and all amounts paid or payable by Verizon Connect, its agents and sub-contractors for liabilities related to the foregoing. Customer acknowledges and agrees that Customer shall be liable to Verizon Connect for all acts and omissions of its agents or permitted subcontractors.
- 12.3 Nothing in this Agreement excludes the liability of Verizon Connect for death or personal injury caused by Verizon Connect's negligence, for fraud or fraudulent misrepresentation or any liability that cannot be excluded or limited in accordance with applicable laws.
- 12.4 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, misrepresentation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 12.5 EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY FEES FOR SERVICES UNDER THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CUSTOMER NOR VERIZON CONNECT SHALL BE LIABLE TO THE OTHER FOR ANY ECONOMIC (INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, THE LOSS OF ANY OF THE FOLLOWING: REVENUES, PROFITS, CONTRACTS, BUSINESS, DATA, OR ANTICIPATED SAVINGS), SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES OR LOSS OF GOODWILL OR REPUTATION IN ANY WAY WHETHER SUCH LIABILITY IS BASED ON TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE ARISING FROM OR RELATING TO THIS

### 13 TERM

- 13.1 This Agreement shall commence on the Effective Date and shall continue until the last day of any Service Term for any Subscriptions ordered under a Services Order Form, which shall include any Renewal Term(s), unless earlier terminated as provided for herein. This Agreement or specific Subscriptions to the Services may be terminated by either party at the end of the then current Service Term by providing written notice at least thirty (30) days prior to the end of the then current Service Term. An email notice of termination from Customer must be sent to the following email address: [Cancellations.uk@verizonconnect.com](mailto:Cancellations.uk@verizonconnect.com).
- 13.2 Each Services Order Form shall become effective upon its final execution and shall be in effect for the period as specifically set forth on the Services Order Form. Except as expressly set forth in the Services Order Form, the Initial Service Term for all active subscriptions shall automatically renew under the same terms and conditions for successive Renewal Term(s) unless either party notifies the other in writing at least thirty (30) days prior to expiration that it does not wish to renew the Services Order Form for an additional period.

### 14 TERMINATION

- 14.1 Without prejudice to any other rights or remedies to which Verizon Connect may be entitled, Verizon Connect may terminate this Agreement with immediate effect on giving Customer notice, without liability to Customer, if (i) Customer commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of Customer being notified of the breach; or (ii) Customer becomes the subject of a petition in insolvency or any other proceeding relating to insolvency, receivership, examinership or liquidation (each, an "Insolvency Event").
- 14.2 Without prejudice to any other rights or remedies to which Customer may be entitled, Customer may terminate this Agreement without liability to Verizon Connect if Verizon Connect commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of Verizon Connect's being notified in writing of the breach, or if Verizon Connect becomes the subject of an Insolvency Event.
- 14.3 Customer acknowledges and agrees that it has elected to enter into this Agreement, and that the Customer may have expressly committed to purchase Subscriptions for a specific Service Term(s) specified in the Services Order Form (each a "Commitment Period").
- a. **Cancellation of Subscriptions prior to the end of a Commitment Period:** Customer may terminate any Subscriptions for which there is a Commitment Period by giving Verizon Connect not less than thirty (30) days' written notice of termination for such Subscription(s), for any reason other than pursuant to Section 14.2, provided that Customer pays the (i) Early Cancellation Fees, and (ii) VMI Installation Fees as set out in the Services Order Form, within 30 days of the date of any invoice for such amounts. Such Subscriptions will terminate on the last day of the calendar month following receipt of the required thirty (30) day written notice.
- b. **Cancellation of Subscriptions which do not have a Commitment Period:** Customer may terminate any Subscriptions for which there is no Commitment Period by giving Verizon Connect not less than thirty (30) days' written notice of termination, without incurring an Early Cancellation Fee, and the Customer's access to such Subscriptions will terminate on the last day of the calendar month following the receipt of the required thirty (30) day written notice. For the avoidance of doubt, any termination of any Subscription shall not affect the Customer's responsibility and liability for any applicable remaining VMI Installation Fees.
- c. **Cancellation of Subscriptions at the end of a Commitment Period:** Customer will not be charged any Early Cancellation Fees (i) if Subscriptions are terminated by either Verizon Connect or Customer for any reason after the completion of the Commitment Period or (ii) if Subscriptions are terminated by either Verizon Connect or Customer for any reason during any Renewal Term. Such Subscriptions will terminate on the last day of the calendar month following the receipt of the required thirty (30) day written notice.
- 14.4 Customer will indemnify and hold harmless Verizon Connect for any liability arising from the improper use, storage, disposal or recycling of such Equipment by Customer.
- 14.5 On termination of this Agreement for any reason:
- (a) all licences granted to Customer under this Agreement shall immediately terminate;
  - (b) access to the Services shall be disabled;
  - (c) other than Customer-owned Equipment, each party shall return and make no further use of any equipment, software, property, and other items (and all copies of them) belonging to the other party; and
  - (d) the accrued rights of the parties as of termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

### 15 FORCE MAJEURE

- 15.1 Except for Customer's payment obligations, neither party shall have liability to other Party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement by acts of God, failure of the Internet or another network, war, riot, civil commotion, embargo, strikes, fire, pandemic, theft, delay in delivery of services of contractors or suppliers, shortage of labour or of Equipment or materials, confiscation or any other unforeseen event or any act or omission (whether or not similar in nature to those specified) outside the reasonable control of such Party.

## **16 ASSIGNMENT**

16.1 Customer shall not without the prior written consent of Verizon Connect, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Verizon Connect may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **17 WAIVERS AND REMEDIES**

17.1 Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law and may be waived only in writing and specifically.

17.2 Delay in exercising or partial exercise or non-exercise of any right under this Agreement is not a waiver of that or any other right and shall not preclude any further or other exercise of that right or any other right under this Agreement. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

## **18 GOVERNING LAW AND JURISDICTION;**

18.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **19 PUBLICITY**

19.1 Neither party may make any quotes or other attributions of the other party without the other party's prior written consent, provided, however, that during the term of this Agreement, Customer and Verizon Connect may publicly refer to the other party as a customer and service provider, respectively.

## **20 REGULATED CUSTOMER DATA**

20.1 Customer Obligations. Customer:

- (a) acknowledges that Verizon Connect, Verizon Connect affiliates and their respective agents may come into possession of Regulated Customer Data in connection with the provision of the Services; and
- (b) shall comply with its obligations under applicable data protection law.

20.2 Additional Concepts. For the purpose of this clause the terms "processing", "data subject", "controller", and "processor" have the meanings given to them by Regulation (EU) 2016/679 ("GDPR") or applicable data protection laws to which the Regulated Customer Data may be subject to the extent that such concepts exist in such laws; "EEA" means for the purpose of this Agreement the European Economic Area plus Switzerland and the UK.

20.3 No Controller/Processor Jurisdictions. When applicable data protection laws do not distinguish between a controller and a processor Verizon Connect will process Regulated Customer Data in accordance with its Privacy Policy located at [www.verizon.com/about/privacy/international-policy](http://www.verizon.com/about/privacy/international-policy).

20.4 Processing When Verizon Connect Acts As A Processor

Verizon Connect Obligations. Verizon Connect agrees:

- (a) that it will only process Regulated Customer Data for the performance of the Services in accordance with the Customer's instructions which are set out in this Agreement, or as otherwise mutually agreed between the Parties in writing, and that it will notify Customer if Verizon Connect considers any such processing of Regulated Customer Data to be in violation of any data protection law applicable to Verizon Connect. A description of the processing activities performed in connection with the provision of the Services is provided at [www.verizon.com/about/privacy/data-processing-activities](http://www.verizon.com/about/privacy/data-processing-activities);
- (b) that if it is legally required to process Regulated Customer Data otherwise than as instructed by Customer, it will notify Customer before such processing occurs unless prohibited from doing so by law;
- (c) to use commercially reasonable efforts to provide such assistance to Customer as Customer reasonably requires in order to comply with its obligations under applicable data protection laws, including the Customer's obligation to respond to requests by data subjects in the exercise of their rights; making available information and allowing for and contributing to audits (without prejudice to the Parties' respective audit rights and obligations set forth elsewhere in this Agreement), including inspections and information requests, conducted by Customer or an auditor mandated by Customer upon reasonable written notice of Customer and during regular business hours and in each case with all costs and expenses incurred being met by the Customer, in all such cases as necessary to demonstrate compliance with applicable data protection laws;
- (d) to ensure that its personnel who have access to the Regulated Customer Data are bound by, and made aware of, their obligations of confidentiality with respect to protecting Regulated Customer Data;
- (e) taking into account the state of the art and the costs of implementation, to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to Regulated Customer Data or data subjects, which shall include protecting Regulated Customer Data against accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access ("Personal Data Breach"); and
- (f) without undue delay notify Customer in writing of any Personal Data Breach and keep Customer informed of related developments.

20.5 Sub-Contracting

- (a) Subcontracting. Customer acknowledges and agrees that Verizon Connect may subcontract the provision of the Services, or elements thereof, to the sub-processors and/or Verizon Connect affiliates notified to Customer. The terms of this clause 20.5 will apply to any such subcontracts.
- (b) Sub-Processor Site. Customer acknowledges and agrees that the method by which Verizon Connect will inform Customer of its sub-processors and Verizon Connect affiliates, and updates thereto, will be via [www.verizon.com/about/privacy/current-sub-processors-and-affiliates-list](http://www.verizon.com/about/privacy/current-sub-processors-and-affiliates-list) ("Sub-processor Site"). Customer may subscribe to receive notifications of new sub-processors and Verizon Connect affiliates via the Sub-processor Site.
- (c) Customer Objection. If Customer objects to Verizon Connect's use of a new sub-processor or affiliate as notified via the Sub-Processor Site, Customer shall notify Verizon Connect promptly in writing within 10 business days after receipt of the information via the Sub-Processor Site. If the Sub-processor Site is not available at the date of this Agreement, Verizon Connect will provide or make available the relevant information by other means. In the event Customer puts forward a reasonable objection to a new sub-processor or Verizon Connect affiliate, Verizon Connect agrees to engage in good faith discussions with Customer to address Customer's objection.
- (d) Subcontracts. Where Verizon Connect subcontracts its data protection obligations in accordance with clause 20.5(a) it will do so by way of a written agreement with the sub-processor ("Processing Sub-Contract") which imposes the same material obligations on the sub-processor as are imposed on Verizon Connect under this clause 20 and which requires sub-processor to implement and maintain appropriate technical and organisational measures.

## 20.6 Data Transfers From The EEA

- (a) Activities Outside EEA. Customer acknowledges that Verizon Connect and certain of its affiliates are based outside of the EEA and that Regulated Customer Data may be collected, stored and/or processed in the US or other countries where applicable law in relation to privacy and the processing of personal data may differ from that in the EEA.
- (b) Binding Corporate Rules. Verizon Connect has adopted processor binding corporate rules in the form of the Binding Corporate Rules Processor Policy available at [www.verizon.com/about/privacy/binding-corporate-rules](http://www.verizon.com/about/privacy/binding-corporate-rules) (the "Policy") in order to provide adequate safeguards for transfers of Regulated Customer Data from EEA Verizon Connect affiliates to Non-EEA Verizon Connect affiliates; all Verizon Connect affiliates providing Services under this Agreement are subject to the Policy.
- (c) Changes to Policy. Verizon Connect will comply with the Policy in respect of any Regulated Customer Data transferred from any EEA Verizon Connect affiliate to any non-EEA Verizon Connect affiliate and notify Customer promptly if any changes to the Policy are likely to have a substantial adverse effect on the warranties and obligations provided under this clause 20 or otherwise prevents it from fulfilling the instructions received from Customer as set out in this Agreement or as otherwise mutually agreed between the Parties in writing. Upon receiving such notice Customer may elect to suspend the transfer of Regulated Customer Data; if Customer indicates its intention to suspend the transfer of Regulated Customer Data, the Parties shall negotiate in good faith to implement adequate safeguards to replace the Policy.
- (d) Precedence. In the event of any conflict between the Policy and the protections of this clause 20 the Policy shall prevail.

## 20.7 Processing When Verizon Connect Acts As A Controller

Customer Warranty. Customer warrants that:

- (a) up to when the Regulated Customer Data is transferred or made available to Verizon Connect, it has processed the Regulated Customer Data in accordance with data protection laws that apply to the Regulated Customer Data and has not violated such data protection laws; and
- (b) For the purposes of clause 20.6(b) Customer hereby undertakes to make available to data subjects upon request a copy of the Policy and this clause 20 save to the extent that they contain any sensitive or confidential commercial information in which case it will remove such information.

Verizon Connect Warranty. Verizon Connect agrees and warrants that:

- (a) it will process Regulated Customer Data in accordance with data protection law applicable to the Regulated Customer Data; and
- (b) it has in place procedures so that any third party it authorises to have access to Regulated Customer Data, including processors, will respect and maintain the confidentiality and security of the Regulated Customer Data.

20.8 Effect of Termination - Regulated Customer Data. After termination of the Agreement, Verizon Connect will cease all processing of the Regulated Customer Data on behalf of Customer and delete the Regulated Customer Data or, if reasonably practicable to do so, return the Regulated Customer Data unless Verizon Connect is subject to a legal requirement to store the Regulated Customer Data.

## 21. COMPLETE AGREEMENT/MISCELLANEOUS

21.1 The terms and conditions of this Agreement shall supersede all prior terms, understandings or agreements related to the subject matter hereof and apply to the exclusion of any other terms and conditions (oral or written), including those on which any proposal or quotation that Verizon Connect has given to Customer or subject to which Verizon Connect accepts an order or purports to accept one or contained in correspondence or elsewhere or in any certificate of conformity provided by Verizon Connect (whether or not signed on behalf of Customer) or implied by trade custom or course of dealing. In the event of a conflict between this Agreement and the terms of any other document, including any Services Order Form, then the terms of this Agreement shall control, except in the case of a Services Order Form that specifically references the provisions hereof and expressly indicates that its terms shall govern. Any purchase orders issued by Customer shall be deemed to be for Customer convenience only and, notwithstanding acceptance of such orders by Verizon Connect, shall in no way change or add to the terms and conditions of this Agreement.

- 21.2 This Agreement may not be amended, supplemented, waived or modified except by an instrument in writing signed by both parties.
- 21.3 If any provision of this Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith to agree to such amendments, modifications, or supplements of or to this Agreement and take such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented or otherwise affected by such action, remain in full force and effect.
- 21.4 Regardless of the description of Equipment provided in a Services Order Form, Verizon Connect may provide the same, functionally equivalent, or functionally better product as a substitute without breaching the terms of this Agreement. For certain Equipment, additional terms and conditions provided by the applicable manufacturer may apply.
- (c) Delivery; Title.  
Where Equipment is purchased and delivered within the same country, delivery will be F.O.B. (as defined in U.C.C. Section 2-319) origin Verizon Connect's facility. For local deliveries of purchased Equipment, at the time such Equipment is made available to Customer or an agent of Customer, including common carrier, to pick up at Verizon Connect's facility, title and risk of loss of Equipment shall pass to Customer and Verizon Connect shall not be responsible for any subsequent delay in transportation or non-delivery of the Equipment.
- (d) Return/Repair. Customer shall return Equipment for repair F.O.B. origin Customer's facility, freight collect, as instructed by Verizon Connect. Where Equipment is returned to another country, delivery will be DAP (Delivery at Place) [Verizon Connect designated place] in accordance with the ICC Incoterms 2020, and (2) Customer shall return the equipment for repair EXW (ex-works) Customer designated location in accordance with the ICC Incoterms 2020.
- 21.5 Any notices required under this Agreement shall be in writing and shall be delivered via either (i) email to the address specified in Section 13.1 or (ii) by recognized overnight courier, to the registered office or principal place of business of the other party, or as a party may subsequently request in writing. Subject to Section 14, notices shall be deemed effective upon their receipt.
- 21.6 The provisions of Sections 1, 5, 8.3, 9, 10, 11, 12, 14, 15, 17, 18, 20 and 21 shall survive any expiration or termination of this Agreement.
- 21.7 The parties are independent contractors and not agents or partners of, or joint venturers with, the other party for any purpose, and neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other party.
- 21.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 21.9 The parties acknowledge and agree that this Agreement, as well as any Services Order Form, and any amendment or addendum, and any other related agreement or arrangement between Verizon Connect and Customer, may validly be signed electronically by either party, including in the form of an electronic signature generated by DocuSign (or any other similar service as may be freely determined by Verizon Connect).
- 21.10 Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.