

This end user license agreement ("EULA") is a legal agreement between companies or public or private organizations that utilize HAAS Products ("COMPANY") and HAAS, Inc. dba HAAS Alert ("HAAS", "HAAS ALERT", "OUR" or "WE"). HAAS and Company may hereinafter be referred to as the "Parties" and individually as a "Party."

BY USING OR ACCESSING ANY OF HAAS DEVICES, SOFTWARE, SERVICES AND OTHER PRODUCTS, INCLUDING UPDATES AND UPGRADES THEREOF (COLLECTIVELY "PRODUCTS"), YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA ON BEHALF OF YOURSELF, UNLESS YOU ARE ACTING AND AUTHORIZED TO ACT FOR A COMPANY OR OTHER ORGANIZATION, IN WHICH CASE THE EULA IS WITH SUCH ORGANIZATION AND ANY REFERENCES TO "YOU" HEREIN MEAN SUCH ORGANIZATION.

IF YOU DO NOT AGREE, DO NOT INSTALL, USE, ACCESS OR RETAIN ANY OF OUR PRODUCTS AND RETURN ANY PRODUCTS YOU HAVE PURCHASED TO THE SELLER FROM WHICH YOU PURCHASED SUCH PRODUCTS.

1. We grant you a limited, revocable, non-exclusive, fully-paid right to use any software, firmware and intellectual property (collectively, "SOFTWARE") embodied in Products solely for your own internal business purposes and solely in connection with your use of our or other compatible devices, on the condition and so long as you comply with all terms and conditions of this EULA. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable. Without prior explicit written permission from HAAS you are not permitted to:
 1. Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things; or
 2. Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose; or
 3. Allow any third party to use the Software on behalf of or for the benefit of any third party; or
 4. Use the Software in any way which breaches any applicable local, state, national or international law; or
 5. Use the Software for any purpose that HAAS considers is a breach of this EULA.
2. PRODUCT OWNERSHIP. The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any Product to you hereunder, except for the rights expressly granted to you under this EULA, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such

copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any marks, labels and legends from Products.

3. PROTECTIVE MEASURES. Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of Software or other violations of this EULA or applicable law. You agree not to circumvent or attempt to circumvent such measures.
4. UPDATES AND PATCHES. We shall continuously improve our Products and may, from time to time, cause Software updates to be automatically installed with or without prior notification to you. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.
5. To the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, Software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any Software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, cause, permit or encourage any other person to do any of the foregoing.
6. You shall comply with all applicable laws, including export control laws and regulations of the United States of America. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries which are prohibited by the United States of America government.
7. You are solely responsible for your failure to keep all user identifications and passwords (your "login credentials") secure. If you believe the security of your login credentials has been compromised, or you suspect unauthorized use, you will promptly notify us. We will be entitled to treat all communications, instructions and transactions as authorized by you if your login credentials are used unless you have notified us of compromise or unauthorized use of your login credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on your account, we reserve the right to terminate or suspend your access to our Products and will contact you to advise of this decision.
8. DATA HOSTING AND SECURITY. We utilize secure Amazon Web Services, Inc. ("AWS") facilities for our application hosting, infrastructure, and data management services ("HAAS Services"). Physical security measures are implemented by AWS to restrict only authorized individuals to have access to AWS facilities. HAAS Services are hosted in virtual private clouds creating virtual networking environments that isolate HAAS Services and HAAS Data from other AWS customers. All HAAS Data is encrypted with TDE encryption at rest. All data transmissions are encrypted from

our device to HAAS Services. We use HTTPS for secure communication between HAAS Services and other third party cloud systems. Data backups are automated and performed daily. Backups are encrypted and saved for 35 days.

9. SECURITY INCIDENTS. In the event of a security breach, we may temporarily deactivate some or all of our Products in order to mitigate any possible damage. Once the security threat has been contained, we will conduct a thorough investigation to determine who is responsible for the breach, how they breached the system(s), what HAAS Data was exposed (if any), and customers who may be affected. In the event of a customer impact, we will inform customers within 24 hours of confirming the breach.
10. CONFIDENTIALITY AND DATA TRANSFER. We will maintain reasonable technical and organizational security and data storage policies and measures for facilities within our control. Data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using our Products. You shall not provide third parties with access to any Software, or to any non-public information in and regarding the Products, or to any other confidential information that we provide, without our prior written consent, except to your own employees, subject to adequate confidentiality agreements. We will not disclose HAAS Data (as defined below) to any third party except in the following circumstances: (i) to our service providers and select customers, who have a need to know in order to assist us in providing Products to you, and who have all agreed to confidentiality terms and use restrictions similar to those set forth herein; (ii) with third party vehicle manufacturers; (iii) with your consent; (iv) to comply with a subpoena, warrant, court order or other legal requirement (but to the extent practicable and unless prohibited from doing so, we will provide you notice of the disclosure requirement so that you may seek a protective order or otherwise object to the disclosure); or (v) where a company acquires us. The requirements of this EULA shall apply regardless of whether We host the data ourselves or through a third party hosting or cloud services provider.
11. DATA OWNERSHIP. We have ownership of any and all data that is generated by and associated with our devices or that you provide to us directly or via third party systems ("HAAS Data").
12. You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to us (whether directly or through a reseller including in the course of utilizing support, maintenance or other services) may be used by us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.
13. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS
 - (a) We will, at our sole cost and expense, defend and indemnify or, at our option, settle, any claim, assertion or action brought against you or your affiliates, successors or assigns to the extent that it is based on a claim (an "infringement claim") that any of our Products which we have supplied to you directly or through

an authorized reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of your affiliates) and indemnify you against damages awarded against you by a court of competent jurisdiction by final order from which no appeal is taken or after the time for appealing has expired, provided that you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; and (ii) permit us to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us to do so. We shall not be liable to reimburse you for any compromise or settlement made by you without our prior written consent, or for any legal fees or expenses incurred by you in connection with such claim.

(b) Should any of our Products or any part thereof become, or in our reasonable opinion are likely to become, the subject of an infringement claim, we shall, at our option and expense: (i) procure, at no cost to you, the right to continue to use such Products which are the subject of the infringement claim; (ii) replace or modify the Products or infringing part thereof with non-infringing equivalents, at no cost to you; or (iii) if none of the foregoing alternatives are reasonably practical in our reasonable judgement, we may: (a) in the case of software or services, terminate such services or the licenses for such Software and refund or issue a credit for any prepaid but unused fees for such software or services paid to us or our authorized reseller, if any; and/or (b) in the case of our devices, require you to return such devices and refund or issue a credit for the purchase price paid to us or our authorized reseller for the devices returned, depreciated on a straight-line basis over a thirty-six (36) month period from the date of purchase.

(c) we have no obligation or liability whatsoever in respect of any infringement claim that is based on any of the following (collectively, the "excluded claims"): (i) in the case of any Software, the use of other than the latest release and version of such Software resulting from your interference with or disabling of the automatic software update process; (ii) the use of any Products in breach of this EULA; (iii) non-HAAS products, software, data or services, (iv) the use, association or combination of any of our Products with, or the incorporation or integration into our Products of, any non-HAAS product, software, service, data, information or other material (including your own) that is not supplied by us or expressly identified by us in our written specifications or documentation as being required for the use and operation of our Products; (v) the use or operation of any of our Products, in any manner or for any purpose other than as expressly specified in our documentation for same; (vi) any modification, alteration, change, enhancement, customization or derivative work of the Products made by anyone other than us or our agents; (vii) changes we make to Products to comply with your instructions or specifications; (viii) your use or alleged misuse of data you collect through the operation of our Products; or (ix) any reselling or distribution of our Products by you. This section states our entire liability and your sole and exclusive remedies with respect to any infringement claim.

14. UNLESS PROHIBITED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS HAAS, ITS AGENTS, SUPPLIERS, LICENSORS, SERVICE PROVIDERS,

DISTRIBUTORS, SUB-DISTRIBUTORS, CONTRACTORS, SUCCESSORS OR ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, LOSSES AND EXPENSES (INCLUDING REASONABLE LEGAL COSTS AND FEES) ARISING FROM OR RELATED TO ANY CLAIM, DEMAND, COMPLAINT OR ACTION BY A THIRD PARTY ARISING OUT OF OR INCIDENT TO: (A) YOUR BREACH OF THIS EULA; OR (B) YOUR BREACH OF ANY THIRD PARTY TERMS INCORPORATED HEREIN BY REFERENCE.

15. LIMITATIONS OF LIABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO YOU HEREUNDER OR OTHERWISE IN RESPECT OF THE PRODUCTS EXCEED THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS OR SERVICES OR THE RIGHTS TO USE THE SOFTWARE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, SUBJECT TO ANY LESSER LIMITATION OF LIABILITY IN ANY TERMS INCORPORATED HEREIN BY REFERENCE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TERMS) IF APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS EULA. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
16. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS EULA WILL APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS EULA OR OF ANY REMEDY CONTAINED HEREIN.
17. We reserve the right to terminate this EULA in whole or in part with or without notice if: (a) you materially breach or otherwise materially fail to comply with any provision of this EULA; (b) we determine that any registration information you submit or any update thereof is not true, accurate, complete or current; (c) you become insolvent or bankrupt; (d) you reorganize your business, agency or organization, make an assignment under or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (e) any steps are taken to wind up or otherwise terminate your existence as a legal entity; or (f) you cease operating your business. You may terminate the grant of

rights to use the Products by ceasing use of same. Upon any termination of this EULA: (i) any and all rights granted to you under this EULA shall immediately cease; and (ii) you shall cease all usage of the services. Upon request we will transmit to you a copy of data stored on our systems as of the date of termination, and we may condition this assistance on payment of reasonable fees and cost reimbursements, based on the size of the database and complexity of the task.

18. INDEPENDENT CONTRACTORS. The parties are independent contractors and nothing in this EULA is intended to create or constitute any legal status of partnership, joint venture or other formal business association. Neither party will have the authority or power to act as the agent of the other party or otherwise to bind or obligate the other party without its prior written consent.
19. You shall not assign or transfer this EULA or any of your rights or obligations hereunder without the prior written consent of HAAS, which consent will not be unreasonably withheld or delayed. This EULA will inure to the benefit of and bind permitted assigns of the parties.
20. GOVERNING LAW. This EULA shall be governed by and in accordance with the laws of the State of Illinois, without reference to its conflict of laws principles. Each of the Parties to this EULA consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of Cook County, Illinois.
21. Should you desire to file any cause of action against HAAS, arising out of or related to the Products, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.
22. RELATED THIRD PARTY TERMS. Amazon Web Services, Inc. ("AWS") requires us to obtain your agreement to certain terms and conditions (found at <https://aws.amazon.com/agreement/>) prescribed by them ("THIRD PARTY TERMS"). All Third Party Terms are hereby incorporated by reference into and form part of this EULA and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect your rights and obligations. HAAS accepts no responsibility or liability for the services of AWS. By signifying your agreement to this EULA, you are also signifying your agreement to all Third Party Terms.
23. ENTIRE AGREEMENT. This EULA constitutes the entire and exclusive agreement between the Parties with respect to the subject matter of this EULA and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us, oral or written other than as expressly set forth in this EULA and any terms expressly incorporated herein by reference. The headings in this EULA are for convenience of reference only and do not affect the construction or interpretation of this EULA.

24. To the extent that any provision of this EULA is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the Parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this EULA shall continue in full force and effect with respect to all other provisions.
25. AMENDMENTS AND WAIVERS. You agree that we may change the terms of this EULA (including without limitation the Third Party Terms) from time to time by notifying you via email or other means. You agree to accept, and you hereby accept, any changes in Third Party Terms and other terms of this EULA, unless the changes impose commercially unreasonable disadvantages on you. If a change imposes commercially unreasonable disadvantages on you and we receive a written objection from you within thirty (30) calendar days of the date when we provided notice of the change, we may, at our sole option and discretion, (a) reverse such change with the effect that the immediately prior version of this EULA shall continue to apply to you, or (b) terminate this EULA and your use of the Products and refund to you, upon receipt of all devices, documentation and deliverables, in good working condition, subject to ordinary wear and tear, in your possession (i) the amount paid to us or our authorized reseller for any devices and device software, depreciated on a 36 months straight line basis, accounting for your use, and (b) any prepaid services fees paid to us or our authorized reseller for time periods after the effective date of the change to which you objected in accordance with this EULA. Subject to the foregoing, no modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.
26. FORCE MAJEURE. Neither Party will be liable to the other for any failure to meet its obligations under the EULA where such failure is caused by events beyond its reasonable control such as failure of communications networks, inability to timely obtain instructions or information from the other Party, governmental action, fire, storms, floods or other acts of god, provided that the Party seeking to rely on such circumstances gives written notice of such circumstances to the other Party hereto and uses reasonable efforts to overcome such circumstances.
27. HAAS shall be entitled to identify you as a customer of HAAS. Any other use of your name in any advertising, promotional or sales literature, or in any other form of publicity, news release or other public announcements shall require your prior written approval.