

ATTACHMENT A – MIOVISION PLATFORM

In connection with the use of the Miovision Platform and the provision of any related Support by Miovision Technologies, Inc. (“**Miovision**”), you and/or your organization (the “**Customer**”) hereby agree to the terms, conditions and notices contained herein (the “**Attachment**”). This Attachment, together with the General Terms and Conditions and other applicable attachments, forms the complete Agreement between the Parties and supersedes all prior or other agreements between the Parties on the subject matter contained herein. In the event of an inconsistency between this Attachment, the General Terms and Conditions, and any other attachment, document or agreement between the Parties with respect to the subject matter hereof, this Attachment shall prevail and govern to the extent necessary to remedy such inconsistency.

1. **DEFINITIONS.** For the purpose of this Attachment, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
 - a. “**Customer Data**” means any data, video, information or other materials of any nature recorded in any form whatsoever, disclosed or provided to Miovision by the Users in the course of using the Miovision Platform, and all information generated by the Users’ use of the Miovision Platform;
 - b. “**Customer’s Confidential Information**” means all proprietary information of the Customer that is disclosed to Miovision pursuant to this Agreement and includes Customer Data; and
 - c. “**Electronic Communications**” includes but is not limited any transfer of signs, signals, text, images, videos, sounds, data or intelligence of any nature transmitted in whole or in part electronically.
 - d. “**Plan Start Date**” means the day on which the Customer’s License to access and use the Miovision Platform commences and is set out on the Sales Order Form.
2. **LICENSE.** Miovision grants to the Customer, for internal use by the Customer and its Users a non-transferable, non-exclusive, non-sub-licensable right and license (the “**License**”) to access and use the Miovision Platform. The Miovision Platform shall be made available on-line at www.Miovision.com (or such other URL as Miovision may designate from time to time) from a third party hosted facility and/or other systems used by Miovision to host the Miovision Platform (collectively, the “**Systems**”). The Miovision Platform may be amended, enhanced or modified from time to time by Miovision. Users shall access the Miovision Platform by means of a specific account (the “**Customer’s Account**”) using individual User login names and passwords provided by Miovision. Miovision shall enable the Miovision Platform and provide the passwords on the Plan Start Date. The Customer is solely responsible for the confidentiality and use of its passwords and Customer Account and all charges incurred from use of the Miovision Platform accessed with the Customer’s passwords, and in no event shall Miovision be liable for any loss of information of the Customer as a result of the use of the Miovision Platform (or Miovision Hardware, if applicable), or other claims arising from

unauthorized access to the Customer's Account. In addition to the License granted, the Customer shall have the right to provide access to the Miovision Platform to its Clients for the purpose of searching, viewing, and requesting data. However, in no event shall the Customer provide to any Client access to the Customer's passwords or the Customer's Account, or assign, sublicense or otherwise transfer any rights to the Miovision Platform through the public Platform granted by this Agreement other than as permitted by Miovision. The Customer shall in all events be liable and indemnify Miovision for any breach of this provision.

3. **USE.** The License is granted exclusively for Customer's internal use, and the Customer is solely and exclusively responsible:
 - a. for the collection, accuracy, currency, quality, legality, completeness and use of Customer Data that is stored on the Systems, disclosed to or used by the Customer, its Users or Clients in connection with the Miovision Platform;
 - b. for the content of all Electronic Communications while using the Customer's Account;
 - c. to ensure that it and its Users will not use Miovision Platform to communicate, by way of Electronic Communication or otherwise, any message or material that
 - i. is libelous, harmful to minors, obscene or constitutes pornography;
 - ii. infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or
 - iii. would otherwise give rise to any breach of confidentiality or privacy laws, or any civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation; and
 - d. to ensure that the use of the Miovision Platform by any Client is limited to the rights outlined herein; and the Customer shall not permit its Users or Clients, directly or indirectly, to do (and shall be responsible for any violation of) any of the following acts:
 - i. reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Miovision Platform;
 - ii. modify, translate, or create derivative works based on the Miovision Platform;
 - iii. rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Miovision Platform;
 - iv. publish or disclose to third parties any evaluation of the Miovision Platform without Miovision's prior written consent;

- v. violate any local, state, federal or foreign law, treaty, regulation or convention applicable to the Customer in connection with the Users' use of the Miovision Platform;
 - vi. access data or log into a server or account on the System that the Customer is not authorized to access, or access or tamper with other customer accounts of Miovision; or
 - vii. wilfully tamper with the security of, or probe, scan or test the vulnerability of, any of the Systems, or render any part of the Systems unusable.
4. **SUPPORT AND MAINTENANCE.** Miovision shall provide general maintenance services and technical support in respect of the Miovision Platform ("**Support**") throughout the Term, on Business Days through contact methods and during hours listed on www.Miovision.com. The Customer acknowledges that the Support will not be available during system maintenance periods, or such times as Miovision may require for purposes of upgrades and maintenance to the Miovision Platform and/or Systems, and Miovision will make reasonable efforts to announce the scheduled downtime via e-mail to the Customer's designated e-mail address. Support does not include services required as a result of:
- a. user misuse, improper use, alteration, or damage of the Miovision Platform;
 - b. any problem caused by modifications in any version of the Miovision Platform not made or authorized by Miovision;
 - c. any problem resulting from the Customer combining or merging the Miovision Platform with any hardware or software not supplied by Miovision, or not identified by Miovision as compatible with the Miovision Platform and/or Systems, or
 - d. any custom development services.
5. **FEES.** The Miovision Platform portion of the Customer's Fees is based on the processing of Customer Data, the processing turnaround time selected by the Customer, and the storage of Customer Data on the Miovision Platform.
6. **PROCESSING PLANS.** The Customer shall have the right to choose one of five Customer Data processing plans (each, a "**Plan**") based on their preference of License and Fee structure.
- a. Plan 1: The Term Payment Plan allows the Customer to purchase a certain amount of Miovision Platform usage, for the Term noted on the Sales Order Form. This Term shall be divided into Billing Periods and the number of Billing Period shall also be noted on the Sales Order Form. Under this Plan, the Customer is invoiced each Billing Period for the greater of: (i) 1/nth of the Term Payment Plan amount, with "n" being the total number of Billing Periods in the Plan, and (ii) the actual usage for the given Billing Period, with the balance of remaining Miovision Platform usage continuing to be reduced in this way until the Customer's balance reaches zero. Any balance remaining

in the Term Payment Plan expire at the end of the Term. Once the Customer's Term Payment Plan is used in full, the Customer will thereafter be billed monthly for usage of the Miovision Platform at the Pay-As-You-Go rates (as defined above in Plan 2) until a new Term Payment Plan is purchased.

- b. Plan 2: Pay-As-You-Go allows the Customer to pay for actual Miovision Platform usage at the end of each month, at the agreed upon rate.
- c. Plan 3: The Term-Go Plan allows the Customer to commit to a certain amount of Miovision Platform usage at a discounted rate for the Term noted on the Sales Order Form. At the end of the Term, if the Customer has not used all of their Term-Go Plan, they will have two options: (i) purchase the remaining Miovision Platform usage under a Pre-Paid Plan, at the initial discounted rate, that will expire one year from the date of purchase or (ii) forfeit the discounted rate and pay for their Miovision Platform usage over the Term at the Pay-As-You-Go rate in place at the end of the Term (as determined by Miovision).
- d. Plan 4: The Pre-paid Plan allows the Customer to purchase an amount of Miovision Platform usage in advance at a discounted rate. As the Miovision Platform is used, the Customer's Pre-paid Plan balance decreases. Pre-paid Plans expire three years from the date of purchase. Once the Customer's Pre-paid Plan is used in full, the Customer will thereafter be billed monthly for usage of the Miovision Platform at the Pay-As-You-Go rates (as defined above in Plan 2) until a new Pre-paid Plan is purchased.
- e. Plan 5: The Customer shall have the option to purchase Miovision Platform usage at a rate which will include the full cost of any Hardware purchased by the Customer from Miovision payable over the Term. The Customer shall confirm its choice, the amount of Miovision Platform usage being purchased, the length of the Term and the monthly payment amounts, all as outlined on the Order Form, and as confirmed by Miovision's monthly invoice. In the event this Agreement is terminated prior to the end of the Term by either Party, the Customer shall be responsible for payment of the full price of the Hardware as calculated and advised by Miovision.

7. TURNAROUND TIME.

- a. Miovision shall use reasonable efforts to provide analysis of videos uploaded to the Miovision Platform and deliver the resulting data in the relevant turnaround selected by the Customer within the Miovision Platform.
- b. All turnaround time calculations are target commitments that Miovision shall seek to meet on a consistent basis.
- c. The Customer acknowledges that circumstances outside the control of Miovision, including acts of God, other force majeure events, hardware, software and / or communications systems failures and other similar occurrences may impact on

Miovision's ability to achieve target service levels from time to time. Miovision shall not be liable for any claims resulting therefrom provided it is using its reasonable best efforts to reinstate normal service levels and system access.

8. OWNERSHIP AND CONFIDENTIALITY.

- a. **Customer Data.** The Customer retains all right, title and interest in and to all Customer Data. Notwithstanding the foregoing, but subject to its obligations under this Agreement and applicable laws, Miovision shall have a non-exclusive, perpetual, royalty free right and license, including the right to grant any sublicense or other interest therein or thereto, in each case at no cost to Miovision, to gather, organize, aggregate, repurpose, combine and repackage data uploaded to the Miovision Platform. Such right and license shall commence as of the initialization of the Miovision Platform and shall continue in effect with respect to data captured thereunder throughout the term of Customer's use of the Miovision Platform and following termination of same. The Customer agrees that it is solely and exclusively responsible for the collection, accuracy, currency, quality, legality, completeness and use of Customer Data that is stored on the System, disclosed to or used by Customer, Users or Clients in connection with the Miovision Platform, and for compliance with all applicable laws and regulations in the appropriate jurisdiction, including without limitation with respect to privacy, non-disclosure and confidentiality. The Customer acknowledges and confirms that in providing the Miovision Platform, Miovision does not collect information that would identify individuals, landmarks or other features or characteristics of a private nature, and that the only data collected is with respect to license plates on vehicles.
- b. **Customer Confidential Information.** Miovision will restrict access to the Customer's Confidential Information to: (i) those Miovision employees, consultants and/or subcontractors who have a need to access the Customer Data in order to provide the Miovision Platform and Support, and have agreed to be bound by the confidentiality provisions outlined herein; and (ii) those Clients that the Customer has given permission to access through the Miovision Platform.
- c. **Miovision Access and Use.** Miovision shall have the right, in its sole discretion, to access the Customer's Account from time to time, for purposes of Support, administration, invoicing and to inspect the Customer's utilization of the Miovision Platform so as to ensure Customer's compliance with the provisions of this Agreement.

9. LIMITED WARRANTIES AND DISCLAIMERS.

- a) **Software Limited Warranty.** Miovision warrants that the Miovision Platform will operate in substantial conformity with the applicable documentation provided by Miovision and that Miovision will maintain the Miovision Platform at reputable third party Internet service providers and hosting facilities. Miovision has implemented reasonable security measures, including commercially reasonable technical, physical

and procedural controls to protect Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Miovision, whether by accident or otherwise. However, the Customer acknowledges and agrees that, notwithstanding such security measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Miovision Platform and Customer Data. Accordingly, Miovision cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet. For any breach of this warranty, the Customer's sole and exclusive remedy and Miovision's sole and exclusive liability, shall be for Miovision to correct any reported failure in the Miovision Platform, or, if Miovision is unable to provide such correction, the Customer shall be entitled to recover that prepaid portion of the Fees in respect of the non-conforming Miovision Platform.

- b) **Exclusions.** Miovision does not warrant that the functions contained in the Miovision Platform will meet the Customer's requirements or that the operation of the Miovision Platform will be uninterrupted or error-free. Miovision does not warrant that the Miovision Platform will appear precisely as described in the documentation or that all errors will be corrected.
10. **TERM.** The License and Support shall commence on the Plan Start Date (as outlined on the Sales Order Form) and shall continue for the Term outlined on the Sales Order Form, unless earlier terminated in accordance with the provisions of these terms and conditions. This Agreement shall be automatically renewed for additional periods outlined on the Sales Order Form (each, a "**Renewal Term**") on the same terms and conditions as provided herein (save and except with respect to Fees which Miovision may adjust as provided herein, or as may be otherwise negotiated between the Parties), unless one Party notifies the other Party in writing at least 60 days prior to the end of the Term or a Renewal Term, as the case may be, that it has elected not to renew this Agreement. If the Customer elects to not renew this Agreement, any Plan balances remaining at the end of the Term shall be non-refundable and shall expire at a time specified by the specific Plan type in Section 6 above.
11. **TRIAL PERIOD.** If Miovision provides the Customer with a trial period to use the Miovision Platform and such Customer notifies Miovision in writing prior to the end of the trial period (as indicated on the Sales Order Form) that it wishes to terminate its Agreement with Miovision, the Customer will be billed and become liable for their Miovision Platform usage at the applicable Pay-As-You-Go rate (as determined by Miovision).