



Savari Terms of Use for Product Orders

Savari Road Side Units (“RSU’s”) and On-Board Units (“OBU’s”) provide data to assist drivers, vehicles and smart cities in making transportation safer and more efficient. These Terms of Use apply to Your purchases of Savari RSU’s and Savari OBU’s (“Product”). By placing Your order for Product (the “Purchased Products”), You accept and are bound to the terms and conditions of these Terms of Use.

1. **Governing Terms.** These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both You and Savari.
2. **Delivery & Payment.** Savari shall invoice You on delivery of the Purchased Products in accordance with the terms of the Savari order acknowledgement (the “Order Form”), which may be delivered by Savari in response to Your purchase order issued subject to these Terms of Use. Payment of the amounts set out for the Purchased Products in the Order Form (“Price”) are due 30 calendar days after acceptance and are irrevocable. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Subject to Your obligation to inspect the Purchased Products as set forth in Section 3, below, You must notify Savari within 30 calendar days of the date of Your invoice or acknowledgement if You believe any part of the Purchase Product is missing, wrong or damaged.
3. **Inspection.** You shall inspect the Purchased Products within 20 calendar days following delivery of the Purchased Products (“Inspection Period”). You will be deemed to have accepted the Purchased Products unless You notify Savari in writing of any Nonconforming Purchased Products during the Inspection Period and describe the nonconformity as reasonably required by Savari. “Nonconforming Purchase Products” means only the following: (i) Purchased Product shipped is different than identified in Your purchase order; (ii) Purchased Product’s label or packaging incorrectly identifies its contents; or (iii) Purchased Product is defective or damaged.
4. **Rejection.** If You timely notify Savari of any Nonconforming Purchased Products, Savari shall, in its sole discretion, (i) replace such Nonconforming Purchased Products with conforming Purchased Products, or (ii) credit or refund the Price for such Nonconforming Purchased Products, together with any reasonable shipping and handling expenses incurred by You in connection therewith. You shall ship, at Savari’s expense and risk of loss, the Nonconforming Purchased Products to the facility designated by Savari. If Savari exercises its option to replace Nonconforming Purchase Products, Savari shall, after receiving Your shipment of Nonconforming Purchase Products, ship to You, at Savari’s expense and risk of loss, the replaced Purchase Products to the delivery point.
5. **Taxes.** All Purchase Product Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by You. You shall be responsible for all such charges, costs and taxes; provided, that, You shall not be responsible for any taxes imposed on, or with respect to, Savari’s income, revenues, gross receipts, personnel or real or personal property or other assets. Unless You provide Savari with a valid and correct tax exemption certificate applicable to Your Purchased Product, You are responsible for sales and other taxes associated with the order.
6. **License.** Savari grants You a nontransferable, nonsublicensable and nonexclusive right to use the software included in or installed on the Purchased Product (the “Software”) in accordance with the applicable user documentation Savari provides to You. Copying of the Software and installation of the Software on any hardware other than the Purchased Product is expressly forbidden. Only Your authorized employees and consultants may use the Software (“Users”). Your ability to activate the Software may be subject to a license key provided by Savari. You are responsible for maintaining all security regarding Your (and Your Users’) account, User credentials, passwords and software key. You shall not allow or assist any other person or entity to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, user interface techniques or algorithms, file formats or programming or interoperability interfaces of the Software or any portion thereof by any means whatsoever, (ii) sublicense, assign, transfer, distribute, rent or sell use of or access to the Software, whether as a service bureau or otherwise, (iii) remove, alter or obscure any product identification, copyright or other notices, (iv) except as specified in the applicable user documentation provided by Savari, modify the Software or incorporate the Software into or with



other software, or (v) knowingly take any action that would cause any Software to be placed in the public domain. Savari, and its licensors and suppliers, retain title to and ownership of all rights and interest with respect to the Software, and all copies and portions thereof. All rights not expressly granted to You herein are expressly reserved by Savari and its licensors and suppliers.

7. Limited Warranty. Savari makes the following limited warranty to You for the Purchased Products.

- a) Savari warrants to You that for a period of one (1) year from the date of shipment of the Purchased Products (the “*Warranty Period*”), such Purchased Products will materially conform to Savari’s published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship under normal use. This limited warranty is nontransferable and extends only to You.
- b) Products manufactured by a third party (“*Third Party Product*”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Purchased Products. Third Party Products are not covered by the warranty above.
- c) EXCEPT FOR THE WARRANTY SET FORTH HEREIN, SAVARI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS PRODUCTS, INCLUDING, FOR THE AVOIDANCE OF DOUBT, THIRD PARTY PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- d) Savari shall not be liable for a breach of the warranty unless: (i) You give written notice of the defect, reasonably described, to Savari within 30 days of the time when You discover the defect; (ii) Savari is given a reasonable opportunity after receiving the notice to examine such Purchased Products and You (if requested to do so by Savari) return such Purchased Products to Savari’s place of business at Savari’s cost for the examination to take place there; and (iii) Savari reasonably verifies Your claim that the Purchased Products are defective.
- e) Savari shall not be liable for a breach of the warranty set forth herein if: (i) You or anyone acting on Your behalf makes any further use of the Purchased Products after giving such notice; (ii) the defect arises because You failed to follow Savari’s written instructions as to the storage, installation, commissioning, use or maintenance of the Purchased Products; or (iii) You alter or repair such Purchased Products without the prior written consent of Savari.
- f) This limited warranty is neither a service nor a support contract. Subject to the requirements above, with respect to any such Purchased Products during the Warranty Period, Your exclusive remedy and Savari’s entire liability under this limited warranty is, at Savari’s option, to (i) repair or replace such Purchased Products (or the defective part) with a new or refurbished part, or (ii) credit or refund the Price of such defective Purchased Products provided that, if Savari so requests, You shall, at Savari’s expense, return such Purchased Products to Savari.
- g) THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND SAVARI’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

8. Limitation of Liability.

- a) IN NO EVENT SHALL SAVARI BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, LOSS RESULTING FROM SERVICE DISRUPTION, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SAVARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



- b) IN NO EVENT SHALL SAVARI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE ORDER FORM AND THE PURCHASED PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS YOU PAID TO SAVARI FOR THE GOODS SOLD UNDER THE ORDER FORM.
 - c) The limitations set forth herein above shall apply notwithstanding the failure of any agreed or other remedy of its essential purpose.
 - d) The limitation of liability set forth above shall not apply to (i) liability resulting from Savari's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Savari's acts or omissions.
 - e) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
9. Termination of Right to Use. Your license to the Software will terminate immediately and without notice if You fail to comply with any provision of these Terms of Use.
10. Export Control: You may not use or otherwise export or re-export the Purchased Products or Software except as authorized by the laws of the jurisdiction in which they were obtained. In particular, but without limitation, the Purchased Products and Software may not be exported or re-exported in violation of export laws, including if applicable export or re-export into any US-embargoed countries or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. You represent that You are not located in any country or on any list where the provision of Purchased Products or Software to You would violate applicable law. You also agree not to use or enable use of them for any purposes prohibited by applicable law or export or re-export any Purchased Product or Software with knowledge that it will be used in the design, development, production or use of chemical, biological, nuclear or ballistic weapons. Laws and regulations change frequently. It is Your responsibility to know the law pertaining to export/import procedures in the country of destination of the Purchased Product and Software. You shall defend, indemnify and hold Savari, its officers, directors, employees and licensors harmless against any liability (including attorneys' fees) arising out of Your failure to comply with the terms of this Section.
11. Governing Law. You and Savari agree that these Terms of Use, any sales under the Order Form, and any claim, dispute or controversy between Savari and You arising or relating to these Terms of Use, its interpretation, termination, or breach thereof shall be governed by the laws of the state of California, without regard to its conflicts of laws or the 1980 United Nations Convention on Contracts for the International Sale of Goods.