

### **Adoption of California Contract - Additional Terms**

A. Exclusive Property of Contractor - The Deliverables 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. Except for the rights granted to the State and ordering agencies under the Contract, and notwithstanding any conflicting terms of the Contract or reference to the "sale" of Deliverables to the State or an ordering agency, all rights, title, and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Deliverables and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by Contractor and its licensors, and Contractor has and retains the exclusive ownership to such Deliverables and any and all materials owned or licensed to Contractor including, but not limited to, all software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "**Contractor Property**"). Contractor Property will be licensed to the State or ordering agency as set forth in this Contract or a State approved license agreement: (i) entered into as an attachment to this Contract; (ii) obtained by the State or ordering agency from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

B. Restrictions - Deliverables may contain technological measures (including the ability to disable the equipment, software, services, or other Deliverable) designed to prevent the illegal usage of software or other violations of the Contract or applicable law or regulation ("**protective measures**"). The State and each ordering agency agree that, to the fullest extent permissible by applicable law, they shall not:

- i. remove or attempt to remove any marks, labels, or legends from Deliverables;
- ii. circumvent or attempt to circumvent protective measures;
- iii. disclose, transfer, or transmit in any manner any services, software, or other copyrightable or licensed elements of Work whether temporarily or permanently;
- iv. modify, adapt, translate, reverse engineer, decompile, disassemble, or convert into human readable form any software elements of Deliverables;
- v. use Deliverables in a manner that violates laws or rights of others;
- vi. use Deliverables 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;
- vii. engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide services;
- viii. provide third parties with access to Deliverables; and
- ix. attempt, or cause, permit, or encourage any other person to do any of the foregoing.

The State and each ordering agency must comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including without limitation laws applicable to discrimination and unfair employment practices, and export control laws of the United States of America, and shall not export or re-export any Deliverables directly or indirectly, or allow use of Deliverables, in contravention of such laws or regulations.

C. Updates and Patches - Contractor may, from time to time, cause software updates to be automatically installed with or without prior notification to the State or ordering agencies or provide updates through Contractor's website. The State and each ordering agency consent to such automatic installations and agree to use only the updated version once it has been installed.

D. Ownership and Use of Vehicle Data - Contractor claims no ownership of any vehicle data that the State or an ordering agency generates or associates using Deliverables installed in their particular vehicles ("**Individual Vehicle Data**") and which the State or an ordering agency transmits or processes using Deliverables. The State and each ordering agency agree that, both during and after the initial term and each renewal term of the Contract:

- i. Contractor may process and transmit Individual Vehicle Data to provide, maintain, and improve its products and perform obligations under this Contract and applicable laws;
- ii. Contractor may, in furtherance of such purposes, based on certain non-position data elements in vehicle databases related to this Contract (such as vehicle VIN), and from time to time in certain jurisdictions, query databases maintained by reputable third party providers for additional information on a confidential basis;
- iii. Contractor may, in accordance with its data analytics policy (a copy of which shall be made available to the State and each ordering agency upon request), compile, store and use aggregated data and system usage information to monitor and improve Contractor's products and for the creation of new products, provided that (a) aggregated data used by Contractor in this manner will no longer be associated with a device and will not be Individual Vehicle Data, and (b) Contractor will not attempt to disaggregate the data or re-associate it with a device without consent of the State or ordering agency, as applicable, or unless (1) legally compelled to do so, or (2) required for safety or troubleshooting purposes.

E. Contractor Use of Feedback - The State and each ordering agency agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that the State or an ordering agency provides or which is made available to Contractor or Subcontractors may be used by Contractor to modify, enhance, maintain and improve its products and shall become the exclusive property of Contractor without any obligation or payment to the State or any ordering agency whatsoever.

F. Security - The State and each ordering agency agree that they will be solely responsible for keeping all user identifications and passwords ("**Login Credentials**") secure, and promptly notifying Contractor if any Login Credentials have been, or are suspected to have been, compromised. Contractor will be entitled to treat all communications, instructions and transactions as authorized if Login Credentials are used, unless the State or ordering agency has notified Contractor of compromise or unauthorized use. Contractor shall have the right to terminate or suspend Login Credentials if it suspects fraudulent or unauthorized activity.

G. Safety - The State and each ordering agency acknowledge and agree that:

- i. certain vehicles and installation configurations require professional installation, additional equipment or vehicle modifications;
- ii. improper installation can lead to short circuits, damage to Deliverables or vehicles, malfunction of vehicle systems or controls, and risks including the risk of fire and death or significant injury to persons and property;
- iii. installation of any Deliverables ordered on a self-install basis will be at the sole risk of the State or ordering agency, mitigation of all potential hazards will be the responsibility of the State or ordering agency, and Contractor will have no liability to the State, any ordering agency, or any other person associated with a failure to install Deliverables in accordance with Contractor installation documentation, applicable laws, vehicle manufacturer requirements and recommendations, and industry standards.

The State and each ordering agency agree to comply with all safety-related instructions communicated by Contractor, including removing Deliverables from a vehicle if Contractor determines that the vehicle is not suitable for the use of Deliverables.

H. Third Party Provider Terms - The State and each ordering agency acknowledges that use of the Deliverables includes the use of third party systems and services, including without limitation: telecommunications facilities and services, cloud storage services, mapping data services, and posted speed limit data services. Use of the Deliverables may include the use of OEM systems and services. To the extent that provision of Deliverables in connection with this Contract involves the use of third party systems or services, the State and each ordering agency agree to the third party terms set out at the following links, which terms are incorporated by reference into and form part of the Contract 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 the rights and obligations of the State and each ordering agency:

- i. wireless provider terms are and will be set out at the following [link](#); and
- ii. other provider terms (including OEM, cloud storage, mapping and posted road speed provider terms) are and will be set out at the following [link](#).