
MEMO

APPROVED
5/8/2023



DATE: May 2, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Ford Motor Company

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Sheriff's Office and Ford Motor Company to enroll thirty-four (34) law enforcement vehicles into complimentary telematic services for two (2) years from warranty start date as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The May 8, 2023 BOCC meeting agenda.

CMF# 20230691



APPROVED
5/8/2023

Ford Motor Company
1 American Road
Dearborn, MI
48126

Quote No. Q-05884
Quote Expiry Date: 5/26/2023
Effective Date: 4/26/2023

From: Raymond Luna
rluna27@ford.com

Bill To: Tulsa County OK Sheriffs Office
303 West 1st Street NA
Tulsa, Oklahoma, 74103-2605

Ship To: Tulsa County OK Sheriffs Office
303 West 1st Street
Tulsa, Oklahoma, 74103

Terms and Conditions			
Payment Frequency		Contract Term	24 Months from warranty start date as listed below
Payment Terms	Net 30	Currency	USD
		Total Amount Due	\$0.00

Solution Name	Description	Quantity	Product Type	Subtotal
Ford Telematics - Law Enforcement - 5S	Ford Telematics Commercial plus incremental Law Enforcement related signals. 5 Second Emit Rate with 5 Second Emit Rate in Pursuit Mode	34.00		\$0.00
Ford In Vehicle Coaching	In Vehicle Coaching	34.00		\$0.00
Vehicle Security	collection of 5 security features (Guard Mode, Inconsistent Location, Impact/Towing Alerts, Vehicle Announcement, On-Demand Real Time Location	34.00		\$0.00

CMF# 20230691

Total Amount Due [excludes taxes] Net 30

\$0.00

The Following VINS will be enrolled with complimentary service for 2 years from Warranty Start date:

VIN	Warranty Start Date
1FM5K8AB3NGA42770	02/14/2022
1FM5K8ACXMGC02215	01/05/2022
1FM5K8AB0NGA39650	03/22/2022
1FM5K8AB4NGA50067	04/08/2022
1FM5K8AB9MGC02214	01/05/2022
1FM5K8AB2NGA43201	02/14/2022
1FM5K8AB4NGA40140	03/22/2022
1FM5K8AB9NGA50386	03/10/2022
1FM5K8AB4MGC02220	01/05/2022
1FM5K8AB7NGA50564	03/10/2022
1FM5K8AB4NGA50103	04/08/2022
1FM5K8AB9NGA51151	04/08/2022
1FM5K8AB1NGA42511	05/18/2022
1FM5K8AB2NGA40315	06/03/2022
1FM5K8AB6NGA51818	06/03/2022
1FM5K8AB3NGA40016	04/19/2022
1FM5K8AB4NGA50330	04/19/2022
1FM5K8AB0NGA50681	04/19/2022
1FM5K8AB1NGA39642	04/19/2022
1FM5K8ABXNGA59033	04/19/2022
1FM5K8AB9NGA42854	02/14/2022
1FM5K8AB6NGA59207	03/22/2022
1FM5K8AB2NGA39990	03/22/2022
1FM5K8AB7NGA39600	03/22/2022
1FM5K8AB6NGA50183	03/22/2022

1FM5K8AB4NGA49534	03/22/2022
1FM5K8AB2NGA50391	03/22/2022
1FM5K8AB3NGA49749	03/22/2022
1FM5K8AB2NGA49869	04/08/2022
1FM5K8AB1NGA39690	04/08/2022
1FM5K8AB4NGA40056	04/08/2022
1FM5K8ABXNGA39686	04/08/2022
1FM5K8AB1NGA40175	05/18/2022
1FM5K8AB0NGA43200	02/14/2022



FORD PRO SUBSCRIPTION SERVICES TERMS & CONDITIONS

These Subscription Services Terms and Conditions (together with all Sales Orders, including any attachments thereto, these “T&Cs”) are a legally binding agreement between Company and Ford, effective upon your acceptance hereof by clicking the “Accept” button (the “**Effective Date**”). Company and Ford are occasionally referred to herein as the “**Parties**” or, individually, as a “**Party**.”

Subject to **Section 9(d)**, these T&Cs apply to the Services and the Additional Services offered by Ford or any of its Affiliates or business units, including Ford Pro Intelligence, any Representative with which Ford has contracted to provide any portion of the Services or Additional Services or any third party with which Company will be prompted, by its use of the Services or Additional Services, to contract directly by signing an additional agreement or agreeing to additional terms. For the avoidance of doubt, the Services and the Additional Services that are provided pursuant to these T&Cs do not include any Data Services.

1. LIMITED LICENSES TO USE SERVICES. Subject to, and on the terms and conditions of, these T&Cs, Company hereby purchases from Ford, and Ford hereby grants to Company, a non-exclusive, nontransferable, non-sublicensable, revocable, limited license for Use of the Services in the Territory during the Term. Notwithstanding the foregoing, Ford retains all right, title and interest in and to the Services. In the event Company permits any Person, including its Operators, to access Company’s Fleet Account and use the Services (or any portion thereof), all actions taken by those permitted users will be treated as actions taken by Company for all purposes hereunder. A Service is specific to the associated Connected Vehicle and is non-transferable. Additional Connected Vehicles enrolled under the Fleet Account will require their own Services.

2. ACTIVATION; ADDITIONAL SERVICES.

(a) **Enrollment.** Prior to submitting any Sales Order, Company must (i) hold a valid Fleet Identification Number that has been provided to Company by Ford, or (ii) have been otherwise validated by Ford as a fleet owner or operator. Submission of a Sales Order is an offer to purchase a subscription Service from Ford. Prior to enrollment of any Connected Vehicles, Company must complete the checkout process, which may include accepting these T&Cs or additional Service Agreements with respect to such Connected Vehicles and related Hardware and providing applicable payment and billing details. Some Sales Orders may provide an on-screen acknowledgment of the submission, but such acknowledgment may not serve as acceptance by Ford of the Sales Order, as certain Services require additional time for processing. In such event, Ford will provide Notice (via email) of its acceptance of the Sales Order and, if Ford does not accept the Sales Order, Ford will provide prompt Notice (via email) of such decision. Ford reserves the right, in its sole discretion, to accept or reject any Sales Order for any reason or for no reason.

(b) **Activation; Deactivation.** Certain Services may require additional activation or enrollments, including activation of Hardware and Connected Vehicles. In such event, Ford will provide Company with applicable instructions, which may include accessing the Fleet Account and enrolling eligible Connected Vehicles, either individually or via batch upload, for activation. Company may deactivate a Connected Vehicle modem at any time through its Fleet Account. If Company becomes aware that the ownership of any Connected Vehicle has changed or that any of its Operators have withdrawn their Consent to participate in the Services, Company shall promptly (i) advise Ford of such change or withdrawal, and (ii) unenroll the affected Connected Vehicle from the Fleet Account. Failure to unenroll any such Connected Vehicle shall be grounds for immediate termination of these T&Cs and all Services hereunder without Notice.

(c) **Additional Services.** Certain Services may integrate with, or contain links to, other websites or services that are operated by, or are operated on Ford’s behalf by, a third party (collectively, “**Additional Services**”). Additional Services may be subject to additional terms and conditions (including via a Service Agreement) that may be presented in connection with their use, and prior to using an Additional Service, Company must agree to any applicable terms and conditions. Additional Services may be operated by Ford or its Affiliates or third parties, including links to websites or services from dealers (each, a “**Third Party Service**”). To the fullest extent permitted by Applicable Law, Ford assumes no responsibility for, and Company hereby releases Ford from any and all Losses arising from, relating to or in connection with, Company’s use of, any Third Party Services.

3. PRICING AND PAYMENT TERMS.

(a) **Fees; Invoicing; Payments.** Company shall pay to Ford the monthly fees set forth in the Sales Order for the currently enrolled Services, including any fees associated with the use of the Services (e.g., consumption of electricity for Public Charging or maintenance Services). Fees for the Services will commence upon the earlier of (i) activation of the relevant Hardware or Connected Vehicle as specified in **Section 2** and (ii) the date that is thirty (30) days after the date on which the relevant Hardware or Connected Vehicle is delivered to Company. For the avoidance of doubt, fees for the Services may become due and payable by Company notwithstanding Company’s failure to activate its Fleet Account (whereby it accesses such Services), or any Hardware or Connected Vehicle associated therewith. Invoices shall be provided periodically under these T&Cs and shall be payable by Company in U.S. dollars within thirty (30) days after the date of, or as otherwise specified in, the applicable invoice; provided, that use of Services across regions (e.g., U.S. and Canada) or currencies may result in separate invoicing. For pre-paid accounts, periodic invoices will reflect amounts paid, and any pre-paid amounts are non-refundable. Ford retains the right to change any of the pricing or fees set forth in the Sales Order by providing Notice thereof to Company at least thirty (30) days’ prior to implementation of such change.

(b) **Taxes.** Prices do not include Taxes which may now or hereafter apply to the sale or provision of Services. Company shall be responsible for all such Taxes (excluding, for the avoidance of doubt, income taxes imposed on Ford’s net income), and Company agrees to pay or reimburse any such Taxes which Ford is required to pay or collect. If Company is exempt from the payment of any sales tax or holds a direct payment permit, Company shall, upon submission of the Sales Order (or, with respect to periodic fees associated with Company’s use of the Services, payment of the invoice), provide Ford a copy, reasonably acceptable to Ford, of any such exemption certificate or permit. In the event Company is required by Applicable Law to withhold or deduct any amount from the price payable to Ford, the sum payable by Company shall be increased to the extent necessary to ensure that Ford receives a sum equal to the amount which Ford would have received had no such withholding or deduction been made. The Parties agree to reasonably cooperate to ensure that no more Taxes are payable other than as required by Applicable Law, and to obtain a refund or credit of any Taxes which have been overpaid.

(c) **Disputed & Late Payments.** To the extent Company disputes any amounts included in an invoice, Company shall provide Notice to Ford no later than fifteen (15) days after the date Company receives such invoice, specifying in detail all disputed invoice amounts. The Parties will seek to resolve any such Dispute expeditiously and in good faith. Each Party will continue performing its obligations under these T&Cs, notwithstanding such Dispute. Disputed invoices are not subject to reduction or set-off by Company without Ford’s prior written approval. Finance charges will vary by market, but will always be the lesser of the amount stated in the applicable invoice or, if lower, the maximum rate permitted by Applicable Law, calculated daily and compounded... EXCEPT AS OTHERWISE SPECIFIED HEREIN OR IN A SALES ORDER, ALL PAYMENT OBLIGATIONS ARE NONCANCELLABLE AND NON-REFUNDABLE, INCLUDING IN THE EVENT OF CANCELLATION BY COMPANY.

4. TERM, TERMINATION, CANCELLATION & DISCONTINUATION.

Term. These T&Cs commence on the Effective Date and shall remain in effect for the applicable term indicated on the Sales Order (such period, the “**Initial Term**”), unless earlier terminated in accordance with this **Section 4**. Notwithstanding the foregoing, in the case of a complimentary trial offered in a proposal

document or otherwise made available to Company, the Initial Term of such complimentary trial will commence on the Effective Date or, as applicable to such complimentary trial, on the warranty start date of the applicable Connected Vehicle, regardless of whether Company has first enrolled in such Service, and shall continue until that complimentary trial concludes (or is earlier terminated). CERTAIN SERVICES HAVE A DEFINED EXPIRATION DATE AND WILL EXPIRE UNLESS COMPANY PURCHASES AN ADDITIONAL TERM OF THE SERVICE; Upon expiration of the initial Term or Complimentary trial, the parties may renew this Agreement by an additional separate signed writing on the same terms and conditions. For questions regarding the Initial Term or any Renewal Term applicable to a Service, Company should contact the Customer Relationship Center at 1-833-327-3673 or fcs1@ford.com.

(a) **Termination.** Each Party may terminate these T&Cs, in each case upon the specified Notice, (i) in the event of a Change of Control of Company, (ii) in the event of the other Party's, material breach of its obligations, unless Cured, or Insolvency; (iii) upon thirty (30) days' advance Notice of termination; or (iv) as otherwise provided in these T&Cs. A terminating Party shall give thirty (30) days' advance Notice of termination, except in the case of Insolvency, where a Party may terminate immediately upon Notice. If, in either Party's reasonable discretion, a material breach cannot be Cured, the non-breaching Party may immediately terminate these T&Cs, upon Notice, and such termination will be treated as a termination for cause pursuant to this **Section 4(a)**.

(b) **Effect of Termination.** Upon termination of these T&Cs for any reason permitted pursuant to **Section 4(a)**, all rights and obligations of the Parties, other than those that are specified in **Section 9(l)** as surviving termination, will cease. Termination by either Party will not limit a Party from pursuing any other remedies specified in these T&Cs as being available to such Party, nor will termination by Company release Company from its obligation to pay all invoices (whenever issued).

(c) **Suspension of Services.** If Company does not submit timely payment of undisputed amounts in accordance with these T&Cs, or if Company is otherwise in breach of these T&Cs, Ford may, in addition to any other rights or remedies available to it, immediately suspend Company's access to the Services. During any suspension period, Ford may continue to collect Data as specified in these T&Cs from enrolled Connected Vehicles, and Company's access to the Services shall be restored promptly upon Company's Cure of such breach. If Company's access to Services is suspended more than twice, Ford may elect to immediately terminate these T&Cs and all Services hereunder.

(d) **Discontinuation; Changes to Services.** Ford may discontinue or change, update, improve, correct or otherwise modify portions of the Services from time to time upon reasonable advance Notice to Company. On the effective date of such discontinuation, Ford will stop performing its obligations under these T&Cs with respect to such discontinued Services. Certain Services may not be available during maintenance breaks or at other times due to factors outside of Ford's control.

(e) **Cancellation by Company.** Company may cancel its Fleet Account or any Services, or report any mistake or error with respect to the same, by contacting the Customer Relationship Center at 1-833-327-3673 or fcs1@ford.com. Company may cancel a Service with respect to a Connected Vehicle (or set of Connected Vehicles), without terminating these T&Cs.

5. LIMITED WARRANTY; INDEMNITIES.

(a) **Limited Warranty and Disclaimer.** Ford's sole limited warranty to Company, which is not available to Operators, is that Ford holds sufficient right, title and interest in and to the Services to grant, subject to the terms and conditions of these T&Cs, the limited license granted in **Section 1** (the "**Limited Warranty**") to Company. Company's exclusive remedy, and Ford's entire liability, for any breach of this Limited Warranty will be that Ford will undertake commercially reasonable efforts to correct the deficiency that caused the breach. If Ford determines that it cannot provide such remedies in a commercially reasonable manner, in Ford's sole discretion, Ford may discontinue the applicable Services as specified in **Section 4(d)** or terminate these T&Cs.

(b) EXCEPT FOR THIS LIMITED WARRANTY, THE SERVICES (INCLUDING ANY TRANSFORMED VEHICLE DATA PROVIDED AS A PART THEREOF) ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR COMPANY'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND COMPANY AGREES THAT IT HAS NOT RELIED UPON ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, WITHOUT LIMITING THE FOREGOING, FORD DOES NOT WARRANT THAT (i) COMPANY'S USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET COMPANY'S REQUIREMENTS; (ii) ALL CONTENT AND OTHER INFORMATION OBTAINED BY COMPANY FROM OR IN CONNECTION WITH THE SERVICES WILL BE ACCURATE AND RELIABLE; OR (iii) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE SERVICES IS OBTAINED AT COMPANY'S OWN DISCRETION AND RISK, AND COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO COMPANY'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

(c) **Indemnification.**

(i) Subject to the limitations specified in **Section 5(a)**, **Section 5(c)(iii)** and **Section 5(c)(iv)**, and only to the extent not subject to the Limited Warranty, each Party (as applicable, the "**Indemnifying Party**") will defend, indemnify and hold harmless the other Party and its Representatives (collectively, the "**Indemnified Party**") from and against any and all Claims or Losses to the extent arising from, relating to or in connection with the Indemnifying Party's: (A) material breach of these T&Cs; (B) gross negligence, recklessness, or willful misconduct in connection with performance under these T&Cs; or (C) infringement of a third party's Intellectual Property rights arising from the grant of any Intellectual Property license to the Indemnified Party, provided that the Indemnified Party's usage of the Intellectual Property is on a fully authorized basis and as specified in these T&Cs. In furtherance of this **Section 5(c)(i)**, an Indemnifying Party's obligations with respect to a Claim of alleged infringement of Intellectual Property applies solely to the extent that infringement is specifically pled in the relevant Claim by the third party.

(ii) **Indemnification Procedures.** Upon learning of any actual or threatened Claim or Loss subject to indemnification pursuant to **Section 5(c)(i)**, the Indemnified Party promptly shall provide Notice thereof to the Indemnifying Party (an "**Indemnification Notice**"). The Indemnifying Party, at its own expense, shall defend the Claim with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party, at its own expense, may participate in such defense using counsel of its choice. If the Indemnifying Party fails or refuses, within thirty (30) days of receiving the Indemnification Notice, to commence or to adequately continue the defense of the Claim, the Indemnified Party may provide Notice to the Indemnifying Party of its assumption of the defense and right to unilaterally settle any Claim. Except to the extent an Indemnified Party has taken over the defense of a Claim, no settlement of any Claim may be made by either Party without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Except as limited by Okla. Stat. tit. 15 Sec. 212, *All contracts which have for their object, directly or indirectly, to exempt any one from responsibility for his own fraud, or willful injury to the person or property of another or violation of law, whether willful or negligent, are against the policy of the law.*

(iii) **Consequential Loss.** IN NO EVENT WILL ANY PARTY OR ITS AFFILIATES OR REPRESENTATIVES BE LIABLE UNDER THESE T&CS (INCLUDING UNDER THIS SECTION AND THE LIMITED WARRANTY SET FORTH HEREIN) FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR COMPARABLE DAMAGES, HOWEVER CAUSED, NO MATTER THE EFFECTS ON THE PARTY OR ITS REPRESENTATIVES AND NO MATTER THE THEORY OF LIABILITY.

(iv) **Limits.** A Party's aggregate indemnification obligations (as specified in **Section 5(c)(i)**) and a Party's maximum liability to the other Party for any and all Losses or Claims arising from, relating to or in connection with these T&Cs shall not exceed the amount of fees paid by Company to Ford under these T&Cs during

the one (1)-year period preceding the first act giving rise to such Loss or Claim. These limitations shall survive and apply to these T&Cs notwithstanding the failure of the essential purpose of any specified remedies. THE EXPRESS REMEDIES SET FORTH IN THIS SECTION 5 CONSTITUTE COMPANY'S EXCLUSIVE REMEDIES AND FORD'S SOLE OBLIGATION AND LIABILITY WITH RESPECT TO THESE T&CS. NOTWITHSTANDING ANYTHING IN THESE T&CS TO THE CONTRARY, THESE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO COMPANY'S (i) BREACH OF APPLICABLE CONFIDENTIALITY OBLIGATIONS OR APPLICABLE DATA PRIVACY AND PROTECTION OBLIGATIONS, (ii) BREACH OF AN INDEMNIFICATION OBLIGATION OR (iii) ANY CLAIMS OR LOSSES ARISING FROM, RELATING TO OR IN CONNECTION WITH ITS BAD FAITH, FRAUD, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR VIOLATION OF APPLICABLE LAW.

6. PARTY OBLIGATIONS AND AGREEMENTS.

(a) **Ford's Obligations.** Ford shall be principally responsible for: (i) operating, maintaining, administering and supporting the Services, including the TMC and related infrastructure; and (ii) protecting the confidentiality and security of PII under its exclusive control and obtained under these T&Cs, in each case in accordance with these T&Cs and Applicable Law.

(b) **Company's Obligations.** Company shall be solely responsible for: (i) maintaining Company's Information, including by updating its Fleet Account within five (5) business days of any change in ownership of any Connected Vehicle; (ii) obtaining all necessary Consents from Operators utilizing Connected Vehicles as specified in these T&Cs (including all Consents necessary to provide PII, to the extent any Data or Transformed Data contains PII, to Ford, and (iii) using the Services in compliance with these T&Cs and Applicable Law, including by protecting access to its Fleet Account and any Transformed Data. Company will notify Ford immediately of any unauthorized use of its Fleet Account.

(c) **Additional Obligations of Company & Operators.** Except as expressly authorized under these T&Cs or required by Applicable Law, Company will not, and will take reasonable commercial measures to ensure its Operators do not: (i) Transfer or Alter the Services, or disobey any policies relating to the Services; (ii) attempt to gain unauthorized access to the Services by or through any technology or means other than those provided or expressly authorized by Ford; (iii) reverse engineer, decompile or otherwise attempt to extract the source code of or embedded within the Services; (iv) develop, advance or create derivative works from the Services, including derivative works that employ any Transformed Data; (v) copy, frame or mirror any part of or all of the Services; (vi) access the Services for any competitive purpose or for any improper purpose whatsoever, including in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel" of the Services; (vii) use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the Services for any unauthorized purpose; (ix) upload, transmit or introduce any malicious code to the Services; (x) use the Services or facilitate use of the Services by a Person barred from doing so under Applicable Law; and (xi) use the Services to upload, pose, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene or unlawful content; (B) any content that infringes any Intellectual Property right of any Person; or (C) any messages, communications or other content that constitutes disruptive commercial messages or advertisements.

(d) **Operator Consents.** It is the sole responsibility of Company to (i) notify any Operator that Data may be collected and of the type, nature and purpose of its collection, and (ii) obtain all necessary consents for Ford's collection and use, as described in these T&Cs, of such Data as required by Applicable Law and these T&Cs, including, in each case, as may be required in connection with any PII contained therein (collectively, "Consents"). Certain Services may require Company to collect additional Consents from their Operators (e.g., for monitoring license certifications), and Company will obtain such additional Consents prior to accessing any such affected Services. Company shall provide, upon Ford's request, documentation and artifacts, as well as take any other steps as may be required by Applicable Law, to support verification of Company's compliance with these T&Cs, including verification of all Consents required to be obtained hereunder. Company shall maintain such documentation throughout the Term of, and for a period of at least two (2) years following the termination of, these T&Cs, and agrees to provide Ford access to inspect and make copies of such materials upon request.

Permitted Use. Subject to Section 1, Company may Use the Services only (i) for Company's internal business purposes related to Connected Vehicle fleet management, including testing and evaluation, and (ii) in services or products offered by Company to its customers that contain services or data in addition to Transformed Data (the "Company Product"), provided, in all cases, that such Use is in compliance with these T&Cs and all Applicable Law, including, in each case, as relates to confidentiality and data privacy and protection. Company may not transfer or sell any Transformed Data to any third party other than a customer as part of the Company Product. Except as expressly provided herein as part of the Company Product (and subject to Company first obtaining all requisite Consents), Company may not engage in the onward sale of any PII (including any vehicle identification numbers) that Ford has provided to Company under these T&Cs, without the approval of Ford via formal, written amendment of these T&Cs. Company acknowledges and agrees that further anonymization of Transformed Data does not relieve Company of any obligations under these T&Cs. Promptly after receipt of Notice from Ford instructing Company to do so, Company shall delete all Transformed Data indicated in the Notice and cease all transfer, disclosure or other sharing of such Transformed Data. Company further acknowledges and agrees that any losses incurred by Ford (or, for the avoidance of doubt, any of its Affiliates) arising from, relating to or in connection with any non-permitted use of the Services will be considered direct Losses incurred by Ford for purposes of these T&Cs. Nothing in this section 6(e), however, shall be presumed to prohibit Company from complying with Applicable law that may require the disclosure or transfer of Transformed Data, or any other information.

(e) **Information Security.** At all times throughout the Term, each Party shall: (i) maintain its respective systems in accordance with industry security standards; (ii) encrypt API parameters in transit (input and response) and encrypt all Transformed Data at rest; (iii) cooperate with the other Party to verify and test (including through penetration testing) the end-to-end security controls of their respective systems as applied to the Services; (iv) engage subcontractors under terms no less stringent as those agreed between Ford and Company, and be responsible at all times for the actions of such subcontractors; (v) monitor for, and appropriately protect against, security incidents; (vi) provide timely notification to the other Party of any security incident to enable appropriate and required remediation to be taken; (vii) treat security related information as Information subject to Section 9(a); and (viii) maintain adequate security controls around credentials to prevent unauthorized use or access of the Services and, as applicable, to prevent the linking of any Transformed Data with any other data to identify a Person, Household or a static/persistent ID. Upon Ford's request, Company shall provide documentation to Ford that demonstrates end-to-end security control systems have been implemented, including any such additional security requirements as may be required by Applicable Law (e.g., PCI DSS, GDPR, in-vehicle cyber security requirements, etc.).

7. INTELLECTUAL PROPERTY; DATA.

(a) Ford retains all right, title, and interest in and to all Intellectual Property (including all Intellectual Property contained in the Services), Data and Transformed Data (other than certain Information and PII as set forth below) used in connection with the Services. Certain portions of the Services may be provided under Intellectual Property licenses from third-parties and are subject to copyright or other Intellectual Property rights of such third parties. Company may be held liable for any unauthorized copying or disclosure of such third party-supplied materials. Ford may collect certain Data (other than certain Information and PII as set forth below) from Connected Vehicles that have been enrolled in Company's Fleet Account pursuant to these T&Cs, for which Ford is the sole and exclusive owner, and Company expressly consents to Ford's collecting and Processing of such Data and Ford's disclosing and commercializing of any Data derived therefrom for Ford's Business. Data will be processed and stored in the United States of America. Company further acknowledges that certain Data may contain PII, including PII gathered from the operation of Connected Vehicles (including GPS and other connected interfaces). To the extent any Data or Transformed Data contains PII traceable to Company or its Operators, Ford shall abide by Applicable Law governing protection thereof. Ford will be under no obligation to provide Transformed Data to Company if prohibited by Applicable Law. All ownership, right, title and interest in and to all Information regarding a Party and its Affiliates and PII shall be the sole and exclusive property of the Party providing or disclosing such Information or PII or, with respect to Information, to which the Information relates. Ford

may create a de-identified set of any Data containing PII (which does not contain any Information or PII that could be used to determine that such Data is related to Company or its Operators) and use such Data for Ford's Business.

(b) To the extent Ford provides any Transformed Data to Company, Company agrees that the Transformed Data is provided for planning purposes only, and that various conditions in which Connected Vehicles operate may limit the availability of, or impact the accuracy of, such Transformed Data. Factors that may impact the availability and accuracy of Transformed Data include availability and strength of cellular coverage, wireless carrier outages and network interruptions, modem tampering or deactivation and material failures of Data supplying components in Connected Vehicles. Ford shall be under no obligation to cause modems to be (or remain) activated by Operators after an Operator receives a Connected Vehicle. In the event that Company elects to use third party hardware that has not been provided or approved by Ford, additional terms and conditions may apply and such use may affect the availability of the Services, and Ford is not responsible for any impact of using such third party hardware. Company shall exercise reasonable judgment in Company's use of any Transformed Data provided under these T&Cs.

(c) Solely to carry out their respective obligations under these T&Cs, each Party hereby grants to the other Party a non-exclusive, non-transferable (except pursuant to a permitted assignment of these T&Cs), revocable, limited license (without the right to sublicense) to use certain of such Party's Product Marks as agreed in writing from time to time solely in connection with promotion, marketing, advertising and sale of the Services during the Term as permitted by these T&Cs. Company's use of Product Marks of Ford shall in all respects comply with the Identity Manual. At least seven (7) business days prior to issuing any press release or distributing any marketing or promotional materials containing Ford's Product Marks, Company shall provide all relevant documents to Ford for Ford's review and approval. Ford's Product Marks may be used only if and as approved and in accordance with any instructions provided to Company from time to time. Upon Ford's request, Company shall furnish, at its own expense, sample uses of Ford's Product Marks for review by Ford. Ford may, in its sole discretion, refuse approval of any proposed use of its Product Marks for any reason or no reason. Notwithstanding any license granted herein, each Party shall retain all right, title and interest in and to its respective Product Marks, and each Party undertakes not to challenge the validity of the other Party's Product Marks, or the registration or ownership thereof, and agrees that it will do nothing inconsistent with such ownership. Each Party agrees that all use of the other Party's Product Marks and all goodwill generated thereby shall inure to the benefit of, and be on behalf of, the owner of such Product Mark. Each Party shall promptly cease all use of the other Party's Product Marks upon termination of these T&Cs.

8. U.S. OFFICIAL ENTITY RIGHTS. This Section 8 shall only apply to U.S. Official Entities.

(a) The Fleet Account and any Services and any derivatives thereof are "commercial items" as defined in 48 C.F.R. § 2.101. The use, duplication, reproduction, release, modification, disclosure or transfer of the Fleet Account or any Services (including, in each case, any related software) and any associated documentation and technical data by a U.S. Official Entity is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2 and 48 C.F.R. § 227.7202, as applicable.

(b) Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3 and 48 C.F.R. § 227.7202-1 through 48 C.F.R. § 227.7202-4, as applicable, the Fleet Account and Services are provided to U.S. Official Entities: (i) only as "commercial items" as defined in 48 C.F.R. § 2.101, (ii) with only those rights as are granted to all other users pursuant to Ford's standard terms of use, (iii) this clause is incorporated into any reseller's, prime contractor's or subcontractor's contract with the U.S. Official Entity or otherwise agreed to by the U.S. Official Entity in a way that legally binds such U.S. Official Entity to this clause. This U.S. Official Entity rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations ("FAR"), the Defense FAR Supplements ("DFARS") or other clause or provision that addressed U.S. Official Entity rights in computer software or technical data.

(c) Solely to the extent that Company, as a U.S. Official Entity, is not permitted by Applicable Law to agree to the indemnification obligations set forth in Section 5(c), Section 5(c) and Section 6(d) shall be deemed to be deleted in its entirety from these T&Cs.

9. MISCELLANEOUS.

(a) **Confidentiality.** The Information regarding the other Party and its Affiliates (the "Disclosing Party") to which a Party (the "Receiving Party") may become privy during the Term of these T&Cs constitutes confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Ford and Company will each use reasonable care to maintain the other Party's Information in the strictest confidence and not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except (i) to those of the Receiving Party's Representatives who need to have the Information in order to perform their obligations under these T&Cs (and agree in writing to be bound by confidentiality provisions comparable to those specified in this Section 9(a) and (ii) as otherwise permitted by these T&Cs (including as specified in Section Error! Reference source not found. and Section 7). Reasonable care in this respect is the standard of care that the Receiving Party would use in protecting the confidentiality of its own Information. The confidentiality obligations specified in this Section 9(a) will continue in effect for the Term of these T&Cs and for a period of four (4) years after the date on which these T&Cs expire or are earlier terminated by the Parties. Notwithstanding the foregoing, nothing in this Section 9(a) will apply to any information (including Information) (A) which is or becomes generally available to the public other than as a result of disclosure by a Receiving Party or its Representatives; (B) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its Representatives; (C) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not known, after reasonable inquiry, to be subject to any prohibition against transmitting the Information; or (D) which is disclosed pursuant to Applicable Law, provided that the Receiving Party will, to the extent permitted by Applicable Law, give the original Disclosing Party prompt Notice of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense.

(b) **Privacy; PII.** These T&Cs include the Ford Privacy Policy, as it may be amended from time to time, which is available at www.fordpro.com/en-us/privacy.

(c) **Cellular Carriers.** In order to deliver the Services, including linking Connected Vehicles, Ford has entered into or may enter into agreements with one or more Underlying Carriers, for which Company is not a third-party beneficiary. Company agrees that Ford cannot guarantee the security of wireless transmissions or the TMC, and Ford is not and will not be liable to Company for any lack of security relating to the use of an Underlying Carrier with respect to any part of the Services. To the extent Company has entered into or may enter into agreements with one or more wireless service carriers, developers of the operating systems for any of Company's devices or the operator of any application store, marketplace or similar service through which Company obtains access to the Services (as applicable, "Company's Carriers"), Company and Ford acknowledge that Company's Carriers are not third-party beneficiaries of these T&Cs. Ford will not in any way be bound by the terms and conditions of any agreement with Company's Carriers, and Company will be solely responsible with complying with the terms and conditions thereof.

(d) **Interaction with Other Agreements.** In the event of a conflict between any one or more terms or conditions of these T&Cs and any one or more terms and conditions of any Service Agreement or the Data Services T&Cs, these T&Cs will control. These T&Cs and Company's use of the Services and the Additional Services are subject to: (i) the Fleetio (Rarestep, Inc.) Terms of Service, available at <https://www.fleetio.com/terms>, and the Fleetio (Rarestep, Inc.) Privacy Policy, available at <https://www.fleetio.com/privacy>; and (ii) the SambaSafety (Safety Holdings, Inc.) Driver Record Monitoring Service Addendum, available at <https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/subscriptions/SambaTermsandConditions.pdf>; each of which as may be amended from time to time.

(e) **Modification.** No release, discharge, waiver or modification of any of the provisions of these T&Cs shall be binding upon a Party, nor will any statement, whether oral or in writing, by or on behalf of either Party serve as the basis of any representation or warranty of such Party, unless expressly so specified in a writing

and signed by the Parties; provided, however, that Ford may modify these T&Cs at any time in accordance with this **Section 9(e)**. Ford will alert Company through its Fleet Account of any material changes to these T&Cs at least thirty (30) days prior to any such change becoming effective, and all other modifications will be effective immediately upon being posted to Company's Fleet Account, or at such later time as Ford may specify in its sole discretion. Company's continued use of the Services shall serve as Company's acceptance of such modified terms. If Company does not agree to these T&Cs or any modification hereof, Company must immediately stop using the Services and cancel its Fleet Account.

(f) **Force Majeure.** A Party's obligations under these T&Cs will be temporarily suspended during any period that the Party is unable to carry out such obligations under these T&Cs by reason of a Force Majeure Event, with any delayed performance of then-pending obligations under these T&Cs excused for so long as the Force Majeure Event continues. An impacted Party shall provide prompt Notice to the other Party, specifying the period that the Force Majeure Event is expected to continue. An impacted Party shall take reasonable commercial measures to mitigate the impacts of a Force Majeure Event, resuming performance of its obligations as soon as reasonably practicable after the removal of the cause thereof. In the event that the impacted Party's delayed performance continues for a period of ninety (90) consecutive days, either Party may terminate these T&Cs upon thirty (30) days' advance Notice.

(g) **Governing Law/Invalidity.** These T&Cs shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware without regard to rules of conflict of laws, except in the event that Ford Canada is deemed to be the contracting Party, in which case, these T&Cs shall be governed by, and enforced in accordance with, the laws of the Province of Ontario. Notwithstanding the foregoing, if Company under these T&Cs is a U.S. Official Entity and receiving Notices in its home state, these T&Cs shall be construed and enforced in accordance with, and governed by, the laws of that home state without regard to rules of conflict of laws. In all cases, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs. If any provision of these T&Cs is declared unlawful or unenforceable by judicial determination or performance, the remainder of these T&Cs shall continue in force as if the invalidated provision did not exist.

(h) **Language.** The Parties have requested that these T&Cs, and all Notices and documentation relating to these T&Cs, be written in the English language. Les parties aux présentes ont exigé que la présentes entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

(i) **No Agency/Partnership; Non-Exclusivity.** These T&Cs do not create, and shall not be construed as creating, any agency, partnership, joint venture or other employment relationship. Company shall not hold itself out as an agent or representative of Ford. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other Party, except as expressly provided herein. Nothing in these T&Cs will be deemed to create an exclusive relationship that would restrict the present or future business activities of either Party, including either Party's provision to any third party or procurement from any third party of any services similar or identical to any of the Services.

(j) **Assignment.** These T&Cs may not be transferred or assigned by a Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except that Ford may assign these T&Cs to any of its Affiliates at any time without first obtaining Company's consent. No permitted assignment shall relieve a Party of its rights and obligations under these T&Cs prior to the effective date of assignment, and any unpermitted assignment shall be null and void.

(k) **Arbitration.** Disputes between the Parties arising out of or in connection with these T&Cs, upon Notice, shall be submitted to and finally settled by a single commercial arbitrator with substantial experience in the industry and in resolving complex commercial contract disputes. Arbitration shall be conducted in the State of Oklahoma. Notwithstanding the foregoing, the arbitrator shall have the power to rule on objections concerning jurisdiction, including the existence, validity or scope of this arbitration provision, these T&Cs and issues of arbitrability, but shall have no authority to appoint or retain expert witnesses for any purpose, unless agreed to by the Parties. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the arbitration award may be entered by any court having jurisdiction thereof. A Party also may apply to any such court, without waiving arbitration rights, for equitable relief or interim measures.

(l) **Survival.** The Parties' rights and obligations under **Section 3, Section 4(b), Section 5, Section 7 and Section 9** will survive termination or expiration of these T&Cs.

(m) **Entire Agreement; Counterparts.** These T&Cs constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior oral or written representations and agreements with regard to the same. These T&Cs confer no rights upon any third parties, including any of the Parties' Representatives or other Operators, except as expressly provided herein. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "herein," "hereto," "hereof" and words of similar import refer to these T&Cs as a whole and not to any particular section hereof; (ii) the word "including" and words of similar import mean "including without limitation" or "including, but not limited to;" (iii) any pronoun includes the corresponding masculine, feminine and neuter forms; (iv) words in the singular or the plural include the plural or the singular, as the case may be; and (v) headings are for convenience only and shall not affect interpretation. Where execution by "acceptance," as specified in the introductory paragraph hereof, is not permitted by Applicable Law, these T&Cs may be executed in one or more counterparts, each of which will be deemed an original. For purposes of these T&Cs, a facsimile, scanned, or electronic signature will be deemed an original signature.

(n) **Definitions.** Unless otherwise defined in these T&Cs, the following terms will have the meanings set forth below:

"**Affiliate**" of a Person shall mean an entity that directly, or indirectly through one or more intermediate entities, has ownership of or is owned by, or Controls or is Controlled by, that Person or is under common Control with that Person. For purposes of the foregoing, "**Control**" of a Person shall mean that an entity or group of Affiliate entities, directly or indirectly, owns or controls at least 25% of the voting stock, partnership interest or other ownership interest of that Person, whether through the ownership of voting securities or by contract or otherwise.

"**Alter**" means to change, interfere with or otherwise disrupt the normal and intended operation of any system, component or interface.

"**APIs**" means hosted application program interfaces.

"**Applicable Law**" means any and all conventions, treaties, statutes, regulations and rules, as well as the judicial or administrative judgments, decisions, decrees, orders, injunctions or directives, demands, tariffs, embargoes, levies or comparable obligations of any Governmental Authority, which are in force or enacted on or after the Effective Date and are, in each case, legally binding as at the relevant time, whether civil, criminal or administrative.

"**Change of Control**" includes, with respect to Company, the prospective: (i) sale, lease or exchange of a substantial portion of Company's assets; (ii) sale or exchange of a controlling interest in the shares of Company; or (iii) execution of a voting or other agreement of Control; provided, that Company shall provide Ford with Notice of a prospective Change of Control no fewer than ten (10) days prior to the date that the Change of Control will become effective, and Ford will have thirty (30) days from the date on which the Notice from Company is given within which to notify Company of its decision to terminate these T&Cs and terminate provision of all Services hereunder, as well as the effective date of such termination, which will be no sooner than ten (10) days after the date on which such Notice of termination is given.

"**Claim**" means a claim, allegation, action, cause of action, proceeding, demand, assertion, adjudication or suit made against or brought by a Person.

"**Company**" means the entity identified in the Sales Order as purchasing a license for Use of the Services.

“**Connected Vehicle**” means a vehicle capable of transmitting Data either through an embedded Telematics Control Unit (TCU) on a Ford- or Lincoln-branded vehicle or a vehicle that has been upfitted with an approved plug-in modem kit.

“**Cured**” means to correct or remedy a breach, provided that any Cure shall be completed in no more than thirty (30) days, except a non-payment breach which shall be paid in five (5) business days, or each otherwise shall be deemed uncured.

“**Data**” means data, recorded information or content, regardless of form or medium, that is derived from, generated by, captured in, transmitted through or streamed via Connected Vehicles and Hardware, and any transformation of the foregoing, including as provided for in any applicable Service Agreement.

“**Data Services**” means those certain services that the Company may purchase from Ford that are subject to the Ford Data Services Terms and Conditions (the “**Data Services T&Cs**”), including with respect to access to and use of APIs and Transformed Vehicle Data. Data Services will not include any of the Services or Additional Services.

“**Dispute**” means any disagreement over a Sales Order, an invoice or these T&Cs, provided that any invoice Dispute shall require Company to pay all undisputed amounts and detail, in writing, to Ford the basis for such Dispute in the timeframe provided in these T&Cs.

“**Fleet Account**” means an account on the FFM accessed at fleetaccount.ford.com through which Company (or its customers) enrolls eligible Connected Vehicles and activates the Services.

“**Force Majeure Event**” means: acts of God or the public enemy; natural catastrophes; acts of terrorism; fires or floods; strikes, lockouts or other industrial or labor disorders; civil commotion; unavailability of or restrictions on transportation; the actions or inactions by any Governmental Authority; pandemic or epidemic; inability to procure materials, labor or energy; industrial disturbances; or any other event, occurrence or circumstance beyond the reasonable control of the impacted Party. The term “Force Majeure Event” shall not include obligations regarding the payment of money.

“**Ford**” means Ford Motor Company, a Delaware corporation, with or by its designated Affiliates, including, to the extent the Services are provided in Canada, Ford Motor Company of Canada Limited (“**Ford Canada**”). For the avoidance of doubt, any reference in these T&Cs to Ford may mean the Ford-designated Affiliate or Representative engaged to provide the Services or related services.

“**Ford’s Business**” means Ford’s and its Affiliates’ commercial purposes, including research, development and provision of existing or new products and services (including the Services), enhancement and optimization of products and services (including the Services), accident research or investigations, warranty and contract compliance, maintenance or diagnostics and conducting research or analyses of Data.

“**Governmental Authority**” means any domestic or foreign government and its divisions (whether national, federal, state, provincial, local or otherwise), court of competent jurisdiction, administrative agency, commission or other regulatory authority or quasi-regulatory authority acting under Applicable Law.

“**Hardware**” means any additional equipment that may be required to be installed separately to enable the Services (e.g., a plug-in device or charging wall box).

“**Home Charging**” means the ability for a driver of an all or partially electric Connected Vehicle to charge such Connected Vehicle at the driver’s home or other residence. Home Charging may require installation of Hardware that may be subject to a separate Service Agreement.

“**Household**” means a group, however identified, of natural persons who cohabitate with one another at the same residential address and may share use of Connected Vehicles, Hardware or other services.

“**Identity Manual**” means Ford’s brand identity manual, as posted online at www.fordbrandlicensing.com/apply and www.brand.ford.com, as updated from time to time.

“**Information**” means the nature and details of the business relationship established by these T&Cs, and the business and other information regarding the other Party and its Affiliates to which a Party may become privy during the Term.

“**Insolvency**” means, with respect to a Party, that such Party: (i) files a petition in bankruptcy, (ii) is adjudicated as bankrupt, (iii) makes a general assignment for the benefit of creditors, (iv) is subject to a receiver’s, a liquidator’s or an administrator’s appointment, or (v) any equivalent procedure to any of those listed in the preceding clauses; provided, that “Party” in this definition also refers to any direct Affiliate with Control over the Party.

“**Intellectual Property**” means all intellectual property and other similar proprietary rights in any jurisdiction worldwide, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks (including common law and registered trademarks), trade dress, service marks, certification marks, logos, slogans, trade names, brand names, corporate names, assumed names, business names and all other indicia of origin, including all registrations and applications of the foregoing and the goodwill associated with any of the foregoing (collectively, “**Product Marks**”); (ii) works of authorship and all other copyrightable works, including all copyrights, database rights, domain names and all registrations, applications and extensions of the foregoing, which may include components of the Services; (iii) trade secrets, invention disclosures, techniques, business and technical information, know-how and information; and (iv) inventions, ideas, discoveries, designs, drawings, developments, whether or not any of the foregoing are patentable, and any issued patents and pending patent applications, including any divisionals, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights.

“**Loss**” means, in relation to any Person, a damage, loss, cost, expense or liability incurred by the Person (including reasonable attorneys’ fees), however arising and whether present or future, fixed or unascertained, actual or contingent.

“**Notice**” means any notice, claim, certificate, request, demand or other communication required or permitted under these T&Cs. Where no timeframe or specification for Notice is made, Notice is assumed to be thirty (30) days prior written, detailed Notice. Except where Notice by email is permitted by these T&Cs, Notice will be deemed given when sent by (i) registered mail, return receipt requested, or (ii) a nationally recognized overnight delivery service (such as Federal Express), to the address listed in the Sales Order for the recipient Party, with a copy sent to each of the General Counsel and Corporate Secretary of the recipient Party at the same address (or such other address or designee as provided by Notice to the other Party).

“**Operators**” means all end users of Connected Vehicles under these T&Cs, including Company’s Representatives and customers.

“**Person**” means an individual, corporation, partnership, firm, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority, association, or any other legal entity.

“**PII**” means any Data or Information that when used separately or in combination with other information could identify an individual or is related to or about an identified or identifiable natural person who can be identified, located or contacted, directly or indirectly from the Data or Information that is provided to or obtained by Parties under these T&Cs.

“**Process**” means to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. “Processing” and “Processed” have correlative meanings.

“**Public Charging**” means the Service that permits Company and its Operators to access the Ford network of public charging stations to charge eligible all or

partially electric Connected Vehicles. Public Charging may be subject to a separate Service Agreement.

“**Representative**” means a Person authorized by any contract, lease, license, indenture, agreement, commitment or other legally binding arrangement or under Applicable Law to act for or on behalf of another Person, including such Person’s Affiliates, directors, officers, employees, agents, subcontractors, outsourcers and suppliers.

“**Sales Order**” means a specific, binding, order for Services, provided that the Sales Order must be signed by the Parties or otherwise submitted and accepted in accordance with these T&Cs, and may be subject to credit approval by Ford.

“**Service Agreement**” means an agreement entered into by Company, on the one hand, and Ford on the other hand, that relates to the Services or the Additional Services.

“**Services**” means the services provided to Company as set forth in these T&Cs, as amended from time to time, including access to and use of associated APIs, systems, networks, other Data transfer mechanisms and Transformed Data. For the avoidance of doubt, the Services exclude the Data Services and the Additional Services.

“**Taxes**” means any tax, imposition, exaction, duty, charge or its equivalent under Applicable Law, including sales taxes, use taxes, goods and services taxes, value-added and excise taxes, income taxes, franchise taxes, gross receipts taxes, and property taxes.

“**Territory**” means the United States of America or, in the event that Ford Canada is deemed to be the contracting Party, Canada.

“**TMC**” means the transportation mobility cloud or comparable system that supports Company’s access to Services. The TMC holds certain Transformed Data and Information, including as aggregated, anonymized, Processed or otherwise analyzed by Ford from Company and its Connected Vehicles.


“**Transfer**” means to provide, disclose, distribute, sell, resell, license, rent, lease or otherwise provide to a third party.


“**Transformed Data**” means the set of Data that has been transformed to provide the Services.

“**Underlying Carrier**” means any wireless service carrier utilized by Ford to support the Services and related infrastructure, including the TMC.

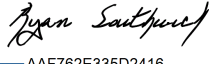
“**Use**” means the limited manner in which Company is permitted to access and use the Services under these T&Cs, as further specified in **Section 0**.

“**U.S. Official Entity**” means a United States of America Governmental Authority. For purposes of these T&Cs, a U.S. Official Entity may be referred to as Company if it is the entity identified in the Sales Order as purchasing a license for Use of the Services.

Authorization	
Company Name: Tulsa County OK Sheriffs Office	Ford Motor Company Authorization
Name: Kelly Dunkerley	Name: Ryan Southwick
Title: Chairman	Title: Tech Sales Regional Manager west
Signature: <i>Kelly Dunkerley</i> Attest: <i>Michael Willis</i>  Michael Willis, County Clerk	Signature: DocuSigned by: <i>Ryan Southwick</i> AAF762E335D2416...
Date: 5/8/2023	Date: Apr-27-2023

APPROVED AS TO FORM/ LEGALITY

 ASSISTANT DISTRICT ATTORNEY
 Andrew C. Mihelich

APPROVED
 By Andrew Mihelich at 10:58 am, May 01, 2023

Authorization	
Company Name: Tulsa County OK Sheriffs Office	Ford Motor Company Authorization
Name:	Name: Ryan Southwick
Title:	Title: Tech Sales Regional Manager west
Signature:	Signature: DocuSigned by:  AAF762E335D2416...
Date:	Date: Apr-27-2023

APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

APPROVED
By Andrew Mihelich at 10:59 am, May 01, 2023

Authorization	
Company Name: Tulsa County OK Sheriffs Office	Ford Motor Company Authorization
Name:	Name: Ryan Southwick
Title:	Title: Tech Sales Regional Manager west
Signature:	Signature: DocuSigned by: <i>Ryan Southwick</i> AAF762E335D2416...
Date:	Date: Apr-27-2023