OFFER AGREEMENT

General Terms and Conditions of Service
Version 2.0 | March 2026
Kvadrat Systems L.L.C

PREAMBLE

This Offer Agreement ("**Agreement**") sets forth the general terms and conditions governing the provision of products and services by **Kvadrat Systems L.L.C** ("**Provider**," "**Kvadrat Systems**," "we," or "us"), a limited liability company incorporated in Dubai, United Arab Emirates (Trade License No. 674763, TDRA Certificate No. DA35806/14), registered at Business Bay, P.O. Box 27795, Dubai, UAE, to the entity identified in the applicable Commercial Offer, purchase order, or Statement of Work ("**Client**," "you," or "your").

By accepting a Commercial Offer, executing a purchase order, or accessing/using our Services, the Client agrees to be bound by this Agreement. This Agreement applies to both business-to-business (B2B) and business-to-consumer (B2C) engagements unless otherwise specified. In the event of conflict, the order of precedence is: (1) Data Processing Agreement; (2) this Agreement; (3) Statement of Work; (4) Commercial Offer.

1. DEFINITIONS

"Authorized Users" means the Client's employees, contractors, drivers, fleet operators, and end-users authorized to access and use the Services.

"Client Data" means all data, information, and content submitted, uploaded, transmitted, or stored by the Client or its Authorized Users through the Services, including GPS/telemetry data generated by Hardware deployed by the Client.

"Commercial Offer" means the specific written proposal issued by Kvadrat Systems, detailing scope, pricing, specifications, and quantities.

"Confidential Information" means all non-public information disclosed by either Party, including trade secrets, technical data, business plans, pricing, customer lists, software, source code, and any information marked as confidential.

"Hardware" means physical devices including GPS trackers, IoT gateways, BLE tags, RFID readers, sensors, antennas, cabling, and related accessories.

"Intellectual Property Rights" means all intellectual property rights worldwide, including patents, copyrights, trademarks, trade secrets, design rights, database rights, and moral rights.

"Services" means the technology services provided by Kvadrat Systems, including IoT/GPS tracking platforms, vehicle tracking, asset management, BLE/RFID systems, security systems, software (web/mobile/API/firmware), technical support, hardware fulfillment, installation, custom development, and related professional services.

"Software" means all web applications, mobile applications, APIs, firmware, and associated programs provided as part of the Services.

"Statement of Work (SOW)" means a document specifying detailed scope, deliverables, timelines, milestones, and pricing for a particular engagement, executed by both Parties.

2. SCOPE OF SERVICES

2.1 Services Description

Kvadrat Systems shall provide the Services as described in the applicable Commercial Offer or SOW, which may include:

- **Hardware Fulfillment:** Supply, pre-configuration, and delivery of IoT devices, GPS trackers, BLE tags, gateways, sensors, and related equipment.
- **Software Access:** Cloud-based platforms (web, mobile, API) for real-time tracking, asset management, geofencing, reporting, and analytics.
- **Installation and Configuration:** On-site or remote installation, configuration, and commissioning.
- **Technical Support:** Remote and (where agreed) on-site technical support.
- **Custom Development:** Custom features, integrations, or modifications per a separate SOW.
- **Training:** User training on system operation and maintenance.
- **Maintenance:** Software updates, bug fixes, patches, and hardware warranty support.

2.2 Service Limitations and Disclaimers

THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT:

- The Services are intended for **general commercial and industrial tracking, fleet management, and asset monitoring purposes only**.
- The Services are **NOT designed, intended, tested, or certified** for use in: (a) safety-critical or life-safety applications; (b) emergency response or rescue operations; (c) medical devices or health monitoring; (d) autonomous vehicle navigation or control; (e) applications where failure or inaccuracy could result in death, personal injury, or severe property damage.
- **GPS/LOCATION DATA ACCURACY:** GPS positioning accuracy depends on factors **entirely outside Kvadrat Systems' control**, including but not limited to: satellite constellation availability and geometry; atmospheric conditions; physical obstructions (tunnels, underground parking, dense urban environments); electromagnetic interference; cellular/network coverage and reliability; device positioning, antenna orientation, and installation quality; power supply stability. **Kvadrat Systems does not warrant or guarantee** the accuracy, timeliness, completeness, or continuous availability of GPS or location data under any circumstances.
- **NO VEHICLE INTERFERENCE WARRANTY:** While the Hardware is designed and tested to operate within applicable electromagnetic compatibility (EMC) standards, **Kvadrat Systems expressly disclaims any warranty or representation that the Hardware will not interact with, affect, or be perceived to affect vehicle electronic systems**, including but not limited to: engine control units (ECU); on-board diagnostics (OBD/OBD-II); CAN-bus systems; check engine lights, malfunction indicator lamps (MIL), or other dashboard warning indicators; anti-lock braking systems (ABS); airbag systems; emissions control systems; infotainment systems; keyless entry/start systems; or any other electronic or electrical vehicle component.
- **INSTALLATION RESPONSIBILITY:** The Client is solely responsible for ensuring that all Hardware is installed by qualified technicians in accordance with: (a) Kvadrat Systems' installation guidelines; (b) the vehicle manufacturer's specifications and guidelines; and (c) applicable laws and regulations (including TDRA type approval requirements). **Improper installation is at the Client's sole risk.**
- **RELIANCE ON DATA:** The Client assumes all risk associated with reliance on data provided through the Services. Kvadrat Systems shall not be liable for any decisions made, actions taken, or losses incurred by the Client, its customers, or any third party based on GPS/telemetry data, including but not limited to: vehicle routing decisions; rental fleet management; insurance claims; disciplinary actions against drivers; theft recovery; or court evidence.

If the Client deploys the Services in any context described above or in safety-critical, rent-a-car, insurance, or law enforcement applications, it does so **entirely at its own risk** and expressly assumes all liability arising from such use. The Client shall obtain and maintain, at its sole expense, appropriate insurance coverage for such use.

3. COMMERCIAL TERMS AND PAYMENT

3.1 Pricing

Prices are as set forth in the applicable Commercial Offer. All prices are in the currency specified (default: USD) and exclude applicable taxes, duties, shipping, customs, and insurance unless expressly stated. Hardware pricing is based on current supplier estimates and is subject to change based on market conditions and component availability.

3.2 Payment Terms

- **B2B Clients:** Net 30 days from invoice date, unless otherwise specified. For hardware orders, 50% deposit prior to fulfillment; balance due upon delivery.
- **B2C Clients:** Payment in full at time of order, unless installment plan agreed in writing.
- **Subscription Fees:** Billed monthly/annually per the Commercial Offer. Auto-renew unless cancelled with 30 days written notice before renewal. Billed per active device transmitting data.
- **Late Payment:** 1.5% per month interest (or maximum legal rate, whichever is lower) from due date. Kvadrat Systems may suspend Services after 15 days of non-payment with written notice.
- **Taxes:** Client responsible for all applicable VAT, sales tax, customs duties, and governmental charges. Kvadrat Systems will add VAT where required by law.

3.3 Price Changes

Kvadrat Systems may adjust recurring/subscription pricing with **sixty (60) days** prior written notice. Client may terminate affected Services without penalty within 30 days of receiving the notice.

3.4 Quote Validity

Commercial Offers are valid for thirty (30) days from date of issue unless otherwise stated.

4. DELIVERY AND ACCEPTANCE

4.1 Delivery

Delivery dates are estimates unless expressly agreed as firm. Title and risk of loss pass upon delivery to Client's designated address (DAP Incoterms 2020, or as specified).

4.2 Acceptance

Client shall inspect Deliverables within ten (10) business days of delivery. Written rejection notice specifying defects must be provided within this period; otherwise Deliverables are deemed accepted. Kvadrat Systems shall use commercially reasonable efforts to cure identified defects.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Kvadrat Systems IP

All Intellectual Property Rights in the Software, platforms, firmware, documentation, methodologies, tools, algorithms, and pre-existing materials shall remain the exclusive property of Kvadrat Systems or its licensors. **Nothing in this Agreement transfers ownership of any Intellectual Property Rights to the Client.**

5.2 License Grant

Subject to compliance with this Agreement and timely payment, Kvadrat Systems grants Client a **non-exclusive, non-transferable, non-sublicensable, revocable** license to access and use the Software and Services solely for Client's internal business purposes during the term. Client shall not: (a) reverse engineer, decompile, or disassemble any Software; (b) modify, adapt, or create derivative works; (c) sublicense, lease, or distribute the Software; (d) remove proprietary notices; (e) use the Software for competitive analysis or benchmarking.

5.3 Client Data Ownership

Client retains all rights in its Client Data. Client grants Kvadrat Systems a limited, non-exclusive license to use Client Data solely for providing the Services. Kvadrat Systems may use **aggregated, anonymized data** (that does not identify Client or any individual) for analytics and service improvement.

5.4 Custom Development

Unless agreed otherwise in a SOW: (a) all pre-existing IP remains property of the originating Party; (b) custom deliverables are owned as specified in the SOW; (c) general tools, frameworks, and know-how remain Kvadrat Systems' property.

5.5 IP Indemnification

Kvadrat Systems shall indemnify Client against third-party claims that the Services (as provided) infringe third-party IP rights, provided: (a) Client promptly notifies in writing; (b) Kvadrat Systems has sole defense/settlement control; (c) Client provides reasonable cooperation. **Exclusions:** Claims from Client modifications, use outside scope, combination with unapproved third-party products, continued use of a superseded version when a non-infringing update was available, or claims related to Client Data.

6. WARRANTIES AND DISCLAIMERS

6.1 Hardware Warranty

Kvadrat Systems warrants that Hardware will be free from defects in materials and workmanship under normal use for **one (1) year** from delivery. During this period, Kvadrat Systems will repair or replace defective Hardware at its discretion, at no charge. **This warranty excludes:** misuse, accidental damage, unauthorized modifications/repairs, improper installation, normal wear and tear, environmental factors outside operating specs, water/liquid damage (unless rated IP67+), electrical surges, and use beyond intended specifications.

6.2 Software Warranty

Kvadrat Systems warrants that Software will perform materially in accordance with documentation. In event of material non-conformity, Kvadrat Systems will use commercially reasonable efforts to correct or provide a workaround.

6.3 GPS, TELEMETRY, AND VEHICLE SYSTEMS DISCLAIMER

THE CLIENT EXPRESSLY ACKNOWLEDGES, AGREES, AND ACCEPTS THAT:

(a) KVADRAT SYSTEMS **DOES NOT WARRANT** UNINTERRUPTED, ERROR-FREE, OR CONTINUOUSLY AVAILABLE GPS, CELLULAR, OR TELEMETRY SERVICE. CONNECTIVITY AND DATA TRANSMISSION DEPEND ON THIRD-PARTY NETWORKS (SATELLITE OPERATORS, CELLULAR CARRIERS) OVER WHICH KVADRAT SYSTEMS HAS NO CONTROL.

(b) KVADRAT SYSTEMS **DOES NOT WARRANT** THE ACCURACY, PRECISION, TIMELINESS, OR COMPLETENESS OF LOCATION DATA, SPEED DATA, HEADING DATA, GEOFENCE EVENTS, OR ANY OTHER TELEMETRY DATA. GPS ACCURACY MAY VARY FROM METERS TO HUNDREDS OF METERS DEPENDING ON ENVIRONMENTAL CONDITIONS.

(c) KVADRAT SYSTEMS **DOES NOT WARRANT** THAT THE HARDWARE WILL NOT INTERACT WITH, INTERFERE WITH, OR BE PERCEIVED TO INTERFERE WITH ANY VEHICLE ELECTRONIC SYSTEM, INCLUDING BUT NOT LIMITED TO: ENGINE CONTROL UNITS (ECU); ON-BOARD DIAGNOSTICS (OBD/OBD-II); CAN-BUS; CHECK ENGINE LIGHTS OR

MALFUNCTION INDICATOR LAMPS (MIL); ANTI-LOCK BRAKING SYSTEMS (ABS); AIRBAG SYSTEMS; EMISSIONS CONTROL; TRANSMISSION CONTROL; POWER STEERING; INFOTAINMENT; KEYLESS ENTRY/START; OR ANY OTHER ELECTRONIC, ELECTRICAL, OR MECHANICAL VEHICLE COMPONENT.

(d) ANY CLAIM THAT HARDWARE HAS CAUSED A VEHICLE MALFUNCTION, CHECK ENGINE LIGHT, DIAGNOSTIC TROUBLE CODE (DTC), OR OTHER VEHICLE ISSUE **MUST BE SUBSTANTIATED BY THE CLIENT WITH INDEPENDENT EXPERT DIAGNOSIS** DEMONSTRATING A DIRECT, PROXIMATE CAUSAL LINK BETWEEN A DEFECT IN THE HARDWARE ITSELF (NOT EXTERNAL FACTORS, INSTALLATION, OR VEHICLE CONDITION) AND THE ALLEGED MALFUNCTION. THE BURDEN OF PROOF RESTS ENTIRELY WITH THE CLIENT.

(e) KVADRAT SYSTEMS SHALL HAVE **NO LIABILITY WHATSOEVER** FOR: VEHICLE BREAKDOWNS, ENGINE ISSUES, CHECK ENGINE LIGHTS, DASHBOARD WARNINGS, DIAGNOSTIC CODES, VEHICLE DOWNTIME, TOWING COSTS, REPAIR COSTS, RENTAL LOSSES, INSURANCE CLAIMS, REGULATORY FINES, CUSTOMER COMPLAINTS, REPUTATIONAL DAMAGE, OR ANY OTHER LOSS OR DAMAGE THAT THE CLIENT OR ANY THIRD PARTY ATTRIBUTES TO THE PRESENCE, OPERATION, OR ALLEGED MALFUNCTION OF THE HARDWARE, EXCEPT WHERE THE CLIENT PROVES (PER SUBSECTION (d) ABOVE) A DIRECT MANUFACTURING DEFECT IN THE HARDWARE.

6.4 General Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 6.1 AND 6.2, ALL SERVICES, HARDWARE, SOFTWARE, AND DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE." KVADRAT SYSTEMS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. KVADRAT SYSTEMS DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS OR EXPECTATIONS.

B2C Note: To the extent mandatory consumer protection laws provide additional statutory warranties that cannot be excluded, such warranties apply in addition to the above.

7. LIMITATION OF LIABILITY

7.1 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING UAE CIVIL CODE), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of profits, revenue, or anticipated savings;
- Loss of data (beyond the cost of reasonable data recovery efforts);
- Loss of business, contracts, or goodwill;
- Business interruption or vehicle/fleet downtime;
- Loss of use of vehicles, equipment, or assets;
- Rental income losses or lost customer revenue;
- Insurance premium increases or claim costs;
- Regulatory fines, penalties, or traffic violations attributed to GPS data;
- Costs of substitute services, vehicles, or equipment;
- Reputational damage;

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Aggregate Liability Cap

SUBJECT TO SECTION 7.3, THE TOTAL CUMULATIVE LIABILITY OF KVADRAT SYSTEMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE **TOTAL FEES ACTUALLY PAID BY THE CLIENT TO KVADRAT SYSTEMS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM**. THIS CAP APPLIES IN THE AGGREGATE TO ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, NOT PER INCIDENT.

7.3 Exceptions

The limitations in Sections 7.1 and 7.2 shall NOT apply to:

- Liability arising from a Party's **gross negligence, willful misconduct, or fraud**;
- Liability for **death or personal injury** caused by negligence;
- The Client's **payment obligations** under this Agreement;
- Liability arising from **breach of confidentiality** obligations (Section 10);
- Liability arising from **IP indemnification** obligations (Section 5.5);
- Liability that **cannot be lawfully excluded** under mandatory provisions of applicable law.

7.4 B2C Consumer Protection

To the extent that mandatory consumer protection laws provide additional protections that cannot be limited by contract, such provisions shall prevail over any conflicting limitations herein.

7.5 Duty to Mitigate

Each Party has a duty to mitigate damages. Neither Party may recover damages that it could have reasonably avoided or mitigated.

8. SERVICE LEVEL COMMITMENTS

8.1 Platform Availability

Kvadrat Systems targets **99.5% monthly platform availability**, excluding: scheduled maintenance (with 48h advance notice where possible); force majeure; third-party service outages (cloud providers, cellular networks, satellite systems); Client-caused issues.

8.2 Support Hours

Standard support: Sunday-Thursday, 9:00 AM - 6:00 PM Gulf Standard Time. Emergency (Severity 1: complete system outage): 24/7. Response times and severity levels per the Commercial Offer or SOW.

8.3 Service Credits

If availability falls below 99.5% in a calendar month, Client may request service credits capped at **25% of one month's subscription fees**. Credits must be requested within 30 days. **Service credits are the Client's sole and exclusive remedy** for availability shortfalls.

9. DATA PROTECTION AND SECURITY

Where the Services involve processing personal data, the terms of Kvadrat Systems' Data Processing Agreement (DPA) shall apply. If no separate DPA is executed, the Parties agree that:

- Client retains ownership of all Client Data, including personal data.
- Kvadrat Systems processes personal data only per Client's documented instructions and applicable law.
- Kvadrat Systems implements appropriate technical and organizational security measures.
- Kvadrat Systems notifies Client without undue delay (within 48 hours) of any confirmed data breach.
- Upon termination, Kvadrat Systems returns or deletes Client Data per Section 13.
- Kvadrat Systems' Privacy Policy applies to all processing activities.

10. CONFIDENTIALITY

Each Party shall hold Confidential Information in strict confidence and not disclose it without prior written consent, except: (a) to employees/contractors/advisors who need to know and are bound by confidentiality; (b) as required by law/court order (with prompt notice to the other Party where permissible); (c) information that becomes publicly available through no fault of the receiving Party; (d) information independently developed without reference to the other's Confidential Information. Confidentiality obligations survive termination for **three (3) years**; trade secrets are protected **indefinitely**.

11. INDEMNIFICATION

11.1 Kvadrat Systems Indemnification

Kvadrat Systems shall indemnify and hold harmless Client against third-party claims arising from: (a) material breach of this Agreement by Kvadrat Systems; (b) infringement of third-party IP rights by the Services as provided (per Section 5.5); (c) Kvadrat Systems' gross negligence or willful misconduct; (d) breach of data protection obligations under the DPA (to the extent caused by Kvadrat Systems).

11.2 Client Indemnification

The Client shall indemnify, defend, and hold harmless Kvadrat Systems and its officers, directors, employees, agents, and sub-contractors from and against **all** third-party claims, demands, suits, damages, losses, costs, and expenses (including reasonable legal fees and settlement costs) arising from or in connection with:

- The Client's **breach of this Agreement** or any applicable law;
- The Client's **use of the Services** in violation of Section 2.2 (Service Limitations) or the Acceptable Use Policy (Section 15);
- **Improper installation** of Hardware by the Client or its agents/contractors;
- Claims that **Client Data** infringes third-party rights or violates applicable law;
- **Vehicle-related claims:** Any claim by the Client's customers, drivers, employees, insurers, or any third party alleging that the Hardware or Services caused, contributed to, or are related to: vehicle malfunctions; check

engine lights or dashboard warnings; engine performance issues; diagnostic trouble codes (DTCs); vehicle breakdowns, accidents, or incidents; increased fuel consumption; emissions failures; or any other vehicle issue;

- **Rent-a-car / fleet claims:** Any claim for lost rental income, vehicle downtime, customer refunds, insurance claims, towing costs, repair costs, or any other financial loss that the Client or its customers attribute to the Hardware or Services;

- **Reliance on data:** Any claim arising from the Client's or any third party's reliance on GPS/telemetry data for decisions including but not limited to: fleet routing; driver monitoring; insurance evidence; theft recovery; regulatory compliance; or court evidence;

- **Safety-critical deployment:** Any claim arising from the Client's deployment of the Services in safety-critical, emergency, medical, or similar high-risk applications;

- Claims arising from the Client's **failure to maintain appropriate insurance coverage** for its use of the Services.

11.3 Indemnification Procedures

The indemnified Party shall: (a) promptly notify the indemnifying Party in writing; (b) grant sole defense/settlement control to the indemnifying Party; (c) provide reasonable cooperation at the indemnifying Party's expense. Neither Party may settle any claim imposing obligations on the other without prior written consent. Failure to notify promptly shall reduce indemnification only to the extent the indemnifying Party is materially prejudiced.

12. FORCE MAJEURE

Neither Party shall be liable for failure to perform non-payment obligations where caused by events beyond reasonable control, including: natural disasters; acts of war/terrorism; government actions; pandemics; labor disputes; power outages; satellite system failures; cellular network outages; third-party cloud provider outages; cyberattacks; or sanctions/embargo restrictions. The affected Party shall notify promptly and mitigate impact. If force majeure continues beyond **ninety (90) days**, either Party may terminate upon written notice. **Client's payment obligations are not excused by force majeure.**

13. TERM AND TERMINATION

13.1 Term

This Agreement commences upon Client's acceptance of a Commercial Offer and continues for the specified term. Subscriptions auto-renew for equal periods unless either Party gives 30 days written notice of non-renewal.

13.2 Termination for Cause

Either Party may terminate immediately upon written notice if the other:

- Materially breaches and fails to cure within **thirty (30) days** of written notice;
- Becomes insolvent, files for bankruptcy, or has a receiver appointed;
- Ceases or threatens to cease carrying on business.

13.3 Termination for Convenience

Either Party may terminate for convenience with **sixty (60) days** written notice (B2B) or **thirty (30) days** (B2C).

13.4 Suspension

Kvadrat Systems may suspend Services if: (a) Client fails to pay within 15 days of late payment notice; (b) Client materially breaches the Acceptable Use Policy; (c) immediate suspension is necessary for security. Prior notice except for security emergencies.

13.5 Effects of Termination

- All licenses terminate immediately.
- Client pays all outstanding fees through termination date.
- Kvadrat Systems returns or deletes Client Data within 60 days, with written certification.
- Each Party returns or destroys the other's Confidential Information.
- Prepaid fees refunded pro-rata only if Kvadrat Systems terminates for convenience or Client terminates for cause.

13.6 Surviving Provisions

Sections 2.2 (Limitations), 5 (IP), 6.3-6.4 (Disclaimers), 7 (Liability), 10 (Confidentiality), 11 (Indemnification), 14 (Governing Law), and 16 (General) survive termination.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law

This Agreement shall be governed by and construed in accordance with the **laws of the United Arab Emirates as applied in the Emirate of Dubai**, without regard to conflict of laws principles. Mandatory provisions of GDPR, CCPA, or applicable consumer protection laws shall prevail where applicable.

14.2 Dispute Resolution

The Parties shall attempt good faith negotiation for 30 days. If unresolved:

- **B2B Clients:** Binding arbitration at the **Dubai International Arbitration Centre (DIAC)** per its rules. Arbitration in English in Dubai, UAE. Single arbitrator for claims under USD 500,000; three arbitrators for larger claims. The award shall be final and binding.
- **B2C Clients:** Exclusive jurisdiction of the courts of Dubai, UAE, unless mandatory consumer protection laws require the Client's local courts.

15. ACCEPTABLE USE POLICY

The Client and Authorized Users shall NOT:

- Use the Services for any unlawful purpose or in violation of applicable law;
- Attempt unauthorized access to the Services, other accounts, or connected systems;
- Transmit malware, viruses, or malicious code;
- Infringe third-party IP or privacy rights;
- Interfere with or disrupt the Services or connected networks;
- Resell, sublicense, or make Services available to third parties without written consent;
- Use Services for competitive analysis, benchmarking, or developing competing products;
- Exceed usage limits or cause excessive resource consumption impacting other users;
- Remove, alter, or obscure proprietary notices on Services or Hardware;
- **Tamper with, modify, or physically alter** any Hardware in a manner that affects its operation, safety, or compliance with applicable standards;
- **Install Hardware in an unsafe manner** or in violation of vehicle manufacturer specifications, applicable regulations, or Kvadrat Systems' installation guidelines;
- **Use the Services as the sole basis for safety-critical decisions**, including emergency response, autonomous navigation, or medical applications;
- **Disable, bypass, or interfere with** any security features, access controls, or monitoring capabilities of the Services.

16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement, together with the applicable Commercial Offer, SOW, DPA, and Privacy Policy, constitutes the entire agreement and supersedes all prior agreements. Order of precedence: (1) DPA; (2) this Agreement; (3) SOW; (4) Commercial Offer.

16.2 Amendments. No amendment effective unless in writing signed by authorized representatives of both Parties.

16.3 Assignment. Neither Party may assign without prior written consent, except Kvadrat Systems may assign to a successor entity in merger/acquisition/sale of substantially all assets, provided successor assumes all obligations.

16.4 Severability. If any provision is held invalid, remaining provisions continue in full force. The Parties shall negotiate in good faith to replace any invalid provision with one achieving substantially the same intent.

16.5 No Waiver. Failure to enforce any right shall not constitute waiver. Any waiver must be in writing.

16.6 Notices. All notices in writing. Effective when: (a) email sent and delivery confirmed; or (b) delivered by registered mail/courier. To Kvadrat Systems: Business Bay, P.O. Box 27795, Dubai, UAE; legal@kvadratsystems.com.

16.7 No Third-Party Beneficiaries. This Agreement creates no third-party beneficiary rights except as expressly stated.

16.8 Export Compliance. Each Party shall comply with applicable export control laws and sanctions. Client shall not export or transfer Services/data to embargoed countries, entities, or persons.

16.9 Anti-Corruption. Each Party shall comply with applicable anti-bribery and anti-corruption laws (including UAE Federal Law No. 11 of 2018, FCPA, UK Bribery Act).

16.10 Insurance. The Client shall obtain and maintain, at its sole expense, insurance coverage adequate for its use of the Services, including but not limited to: commercial general liability, professional liability (where applicable), motor vehicle insurance (for fleet/vehicle tracking deployments), and cyber liability insurance. Evidence of insurance shall be provided upon Kvadrat Systems' reasonable request.

16.11 Independent Contractor. The relationship is that of independent contractors. Nothing creates a partnership, joint venture, or employment relationship.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Offer Agreement as of the date last signed below.

KVADRAT SYSTEMS L.L.C (Provider)		CLIENT
Signature: _____		Signature: _____
Name: _____		Name: _____
Title: _____		Title: _____
Date: _____		Date: _____
Company: Kvadrat Systems L.L.C		Company: _____

End of Offer Agreement v2.0 | Kvadrat Systems L.L.C | Business Bay, P.O. Box 27795, Dubai, UAE
This document should be reviewed by qualified legal counsel before execution.