

## FEDERAL SIGNAL CORPORATION

### Terms of Use Agreement

PLEASE READ THESE TERMS OF USE ("TERMS OF USE") CAREFULLY. BY USING, OR PAYING FOR ANY FSIoT PRODUCTS OR SERVICES ("FSIoT SERVICE(S)" OR "SERVICE(S)"), YOU REPRESENT THAT (1) YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FEDERAL SIGNAL CORPORATION ("FEDERAL SIGNAL OR WE"), AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU REPRESENT AND, IF ON BEHALF OF AN ENTITY, TO BIND THAT ENTITY TO THESE TERMS OF USE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER, BUYER, OR USER OF THE FSIoT SERVICES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS TERMS OF USE, PLEASE DO NOT ACCESS OR USE FSIoT SERVICES AND YOU MUST CONTACT FEDERAL SIGNAL CUSTOMER SERVICE IMMEDIATELY TO CANCEL YOUR ORDER AND/OR SERVICES. Federal Signal and You may be referred to individually as a Party and collectively as the "Parties".

PLEASE NOTE THAT THESE TERMS OF USE ARE SUBJECT TO CHANGE BY FEDERAL SIGNAL IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Federal Signal will make a new copy of these Terms of Use available at: [www.fedsig.com](http://www.fedsig.com) (the "Website"). We will also update the "Updated" date at the top of these Terms of Use. Any changes to these Terms of Use will be effective immediately for new customers and will be effective thirty (30) days after posting notice of such changes on the Website for existing customers.

Your use of the FSIoT Services may be subject to additional terms ("Supplemental Terms") which shall either be listed in these Terms of Use or will be presented to You for your acceptance when you agree to purchase the FSIoT Services. Your use of the FSIoT Services is also subject to the terms and conditions contained in Federal Signal's Terms and Conditions which can be found at: <https://www.fedsig.com/ssg-terms-and-conditions>. These Terms of Use, the Supplemental Terms, and the Terms and Conditions (the "Contract Documents") shall collectively constitute the "Agreement" between Federal Signal and You. If an inconsistency exists between or among the Contract Documents, the Supplemental Terms shall control over these Terms of Use and these Terms of Use shall control over the Terms and Conditions.

**Service Account** A "Service Account" consists of one or more FSIoT devices that share a pooled CP-FS1 data plan and a secure data communication channel dedicated to a single customer.

**Cellular Service Allowance** Each CP-FS1 CAT 1M annual cellular data plan is allotted and is limited to 7.2K data operations per month (the "Data Operations Count"). Data Operation Counts are reset on the 25<sup>th</sup> of each month. If a FSIoT device is activated after the 25<sup>th</sup> of the month, then the first and last partial month, if any, shall be allowed a full month's Data Operations Count. Data Operations Counts are pooled within a Service Account when a Service Account contains more than one CP-FS1 data plan. However, each Service Account shall be assigned a unique security key which shall prevent data from being transferred between Service Accounts as Data Operations Counts do not

pool between Service Accounts. Federal Signal remote over-air FSIoT firmware update service does not count against the Service Accounts Data Operations Count.

**Data Operations** Each RTU poll request, RTU response, activation, acknowledgement, and configuration block consumes a Data Operation. Cellular modem firmware updates and keep alive pings do not consume Data Operations.

**Service Activation** Service activation and Service activation invoicing will commence upon shipment. (the "Effective Date").

**Term and Renewal** The initial term ("Initial Term") will be one year from the Effective Date and will continue until terminated in accordance with this Section. This Agreement will automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other Party at least sixty (30) days prior to the commencement of any Renewal Term of its intent not to renew. The Initial Term and any Renewal Term of this Agreement are collectively referred to as the "Term." If service is cancelled before the end of any Term, service will remain active until the end of the Term. Except as provided in this Agreement, the terms and conditions applicable to any Renewal Term(s) will be the same as those in effect at the end of the preceding Term. Notwithstanding the foregoing:

- Either Party may terminate this Agreement based on a material breach of the terms of this Agreement; and
- Federal Signal may increase fees for any Renewal Term by providing written notice of such increase to Customer at least ninety (90) days prior to the commencement of such Renewal Term.

**Service Additions and Deletions** In the event You order additional FSIoT devices, such devices will be added to Your Service Account. Notwithstanding any prior Initial Term or Renewal Term, the new Term for the Service Account will begin on the Effective date of the last order for additional FSIoT devices. You may only remove FSIoT devices from your Service Account upon written notice to Federal Signal at least sixty (30) days prior to the commencement of a Renewal Term. Such notice shall identify each FSIoT device You wish to remove by the device's serial number. Service Account pricing shall be based on the number of FSIoT devices on the Service Account at the beginning of any Term.

**Standard Payment Terms** Payment is due 30-days after shipment. Annual invoices must be paid within 30-days to avoid service interruption.

**Service Cancellation** Federal Signal may cancel the customer's service if payment is not received within 30-days after invoice. In addition, Federal Signal may cancel this Agreement upon 30-days notice that it will no longer provide the Services.