

## Terms of Service

Updated 02/10/2025

URL link: <https://www.rekor.ai/privacy#terms>

These Terms of Service (the “Terms of Service” and/or “Terms”) contain the legal terms and conditions between Rekor Recognition Systems, Inc. (“Rekor”, “we”, “our” or “us”) and you. Rekor is the owner of OpenALPR, [openalpr.com](https://openalpr.com), [cloud.openalpr.com](https://cloud.openalpr.com), Rekor Blue and all associated brands, trademarks, and affiliated entities of OpenALPR. These Terms govern your use of and access to <https://cloud.openalpr.com> and any related sites (the “Site”) and our online-accessible Software, Documentation, Forums, and Content and other related Rekor services (in conjunction with the Site, the “Services”). Please review these Terms of Service carefully before using the Services.

If you have entered into a separate written agreement with us for specific Services, then the terms of that agreement control to the extent any of them conflict with these Terms.

By using the Services, clicking on the “I Agree” checkbox, completing the registration process, and/or browsing the Site, you represent that (1) you have read, understand, and agree to be bound by the Terms of Service, (2) you are of legal age to form a binding contract with Rekor, and (3) you have the authority to enter into the Terms of Service personally or on behalf of the company or other organization you have named as the user, and to bind that entity to these Terms of Service. In the event you are agreeing to these Terms of Service on behalf of a company or organization, “you” and “your” will refer to the entity you are representing.

Your use of, and participation in, certain Services may be subject to additional terms (“Supplemental Terms”) and such Supplemental Terms will be presented to you for your acceptance when you sign up to use the supplemental Services. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such supplemental Services to the extent of the inconsistency. The Terms of Service and any applicable Supplemental Terms will also be referred to herein as the “Terms of Service” and/or “Terms.”

### 1. Services

#### 1.1 Rekor May Discontinue the Services

Rekor may choose to modify or discontinue the Services, including any portions of the Services as we update our offerings and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you.

#### 1.2 Rekor May Modify These Terms

Rekor may update these Terms from time to time. The most current version of these Terms will be posted on the Site. When changes are made, Rekor will make a new copy of the Terms available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Services on the Site. We will also update the “Last Updated” date at the top of the Terms of Service. Any changes to the Terms will be effective immediately for new users of the Services and, for all other users, any changes to the Terms will be effective thirty (30) days after posting notice of such changes on the Site, or within or through the affected Services on the Site, as applicable. If we determine in our sole discretion that an update is material, we will notify you through the Services and/or by email to the email address associated with the Administrator (defined below) for your account. We may also inform you of updates to the Terms in our blogs. We may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). Please check the Site regularly to view our then-current Terms.

### 1.3 Legal Use of License Plate Recognition

It is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the collection, use, and storage of License Plate Data. By subscribing to the Services, you represent that the Services will be used only in a lawful manner. If the Services cannot be used lawfully in your jurisdiction (including cases where the Services process, transmit, or retain Data that would violate local laws), you must discontinue use of the Services immediately. Rekor is not liable for your use of license plate recognition technology in an unlawful manner.

### 1.4 Privacy

The Rekor Privacy Policy governs any of the personal information that you provide to us and is incorporated here by reference. By agreeing to these Terms, you are agreeing to the Rekor Privacy Policy and all of the terms stated therein.

### 1.5 Your Account

In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by our registration form (“Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You agree not to create an account using a false identity or information. You agree not to create an account or use the Services if you have been previously removed by Rekor, or if you have been previously banned from any of the Services. It is your responsibility to safeguard the login and password that you use to access the Services and the Forums and you agree not to share your login and password with any third party, including not sharing your login amongst two or more users. You are responsible for any activity originating from your account,

regardless of whether such activity is authorized by you. You should notify Rekor immediately of any unauthorized use of your account.

## 1.6 Use of the Rekor Services

Subject to compliance with these Terms of Service, Rekor grants to you a limited, revocable, non-exclusive, non-transferrable, non-sub-licensable right to access and use the Services for your internal business purposes. Unless otherwise specified by Rekor in a separate license, your right to use the Services is subject to the Terms.

**Updates.** You understand that the Services are evolving. You acknowledge and agree that Rekor may update the Services with or without notifying you. You may need to update third-party software from time to time to use the Services.

**Free Trials and Other Promotions.** Any free trial or other promotion that provides you with free access to commercial Services (defined below) must be used within the specified time of the trial. At the end of the trial period, your use of that commercial Service will expire, and any further use of such commercial Service is prohibited unless you pay the applicable fees or are downgraded to a free account.

## 1.7 Certain Restrictions

The rights granted to you in the Terms are subject to the following restrictions: You may not (i) copy, modify, host, sublicense or resell the Services; (ii) frame or utilize framing techniques to enclose any trademark, logo, or other Rekor Services (including images, text, page layout or form) of Rekor; (iii) use metatags or other “hidden text” using Rekor’s name or trademarks or the name or trademarks of Rekor’s affiliates (including but not limited to OpenALPR); (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated Software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, Data mining tools or the like) to “scrape” or download Data from any web pages contained in the Site, except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials; (vi) access the Services in order to build a similar or competitive website, application or Services; (vii) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (viii) access or attempt to access the Services by any means other than what Rekor provides or expressly allows; (ix) modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with the Services, Rekor, or any other Rekor Service; (x) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services, without the express written permission by Rekor; (xi) transmit any worms or viruses or any code of a destructive nature; or circumvent any use restrictions put into place to prevent certain uses of the Services; (xii) violate any intellectual property right of any third party or behave in a manner that is unlawful, or otherwise in violation of our community guidelines; (xiii) misrepresent your affiliation with a person or entity; (xiv) attempt to disable, impair, or destroy the Services or disrupt or inhibit any other

user from using the Services; (xv) market or advertise through the Services; (xvi) use any Data mining or similar Data gathering and extraction methods in connection with the Services; or (xvii) use the Services to violate any applicable law.

## 1.8 Availability of the Services

Information describing the Services is accessible worldwide, but this does not mean the Services or certain portions of the Services are available in your country. We may restrict access to portions of the Services in certain countries. It is your responsibility to make sure your use of the Services is legal in the country where you reside. The Services may not be available in all languages. If at Rekor's reasonable determination, you are using the Services in a manner that violates laws, creates an excessive burden or potential adverse impact on Rekor's Services in addition to any of its other rights or remedies, Rekor may, without liability to Rekor, immediately suspend your access to the Services.

## 1.9 Your Data and De-Identified Customer Data

Use of the Services may depend on your transmission of certain data (including in conjunction with Registration Data, but excluding Operational Data and De-Identified Operational Data, your "Data"). Except as may be stated to the contrary in the Rekor Privacy Policy, you retain all rights and ownership in your Data, and we do not claim any ownership rights in your Data. You represent and warrant that you have the necessary rights and licenses required to provide your Data to Rekor in connection with your use of the Services, that you have collected and handled all of your Data in compliance with all applicable data privacy and protection laws, and that by providing your Data in this manner, you will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations or laws. Without limiting the generality of the foregoing, you shall provide all notices to, and obtain any consents from, any Data subject, as required by any applicable law (including but not limited to Data privacy rules established by the European General Data Protection Regulation), rule or regulation in connection with the processing of any personally identifiable information of such Data subjects via the Services by Rekor and/or you. You shall be solely responsible for ensuring that any processing of Data by Rekor and/or you via the Services does not violate any applicable laws. You shall not process or submit to the Services any Data that includes any: (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act, unless you enter into a separate agreement with Rekor relating to the processing of such Data; (ii) government issued identification numbers, including Social Security numbers, driver's license numbers and other state-issued personal identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card Data, including credit card or debit card numbers; (v) "sensitive" or "personal" Data, as defined under European Union Regulation 2016/679; or (vi) "sensitive" personal Data, as defined under Directive 95/46/EC of the European Parliament ("EU Directive") and any national laws adopted pursuant to the EU Directive, about residents of Switzerland and any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life, or the commission or alleged commission any crime or offense.

User Option to Encrypt. Rekor allows you to encrypt the transmission of your Data. You acknowledge that it is your responsibility to encrypt the transmission of your Data should you wish to protect it. In the event you decide not to utilize encryption and transmit your Data unencrypted over a network, you assume all related risks for doing so. Rekor will not be liable for any liabilities arising from your use of the Services (including your transmission of Data) over the internet or other network.

You hereby grant to Rekor and its affiliates a non-exclusive, perpetual, sublicensable, transferable right and license to your use Data to enable Rekor to provide the Services and for all other commercial purposes, and Rekor may disclose your Data to third parties.

Your Data, where the license plate characters have been removed, is the “De-Identified Customer Data”. Rekor owns all right, title and interests in the De-Identified Customer Data. You acknowledge and agree that Rekor may use the De-Identified Customer Data for all purposes and Rekor may disclose the De-Identified Customer Data to third parties.

#### 1.10 Operational Data and De-Identified Operational Data

The Data, images, and video produced from using the Services is the “Operational Data.” You retain ownership in your Operational Data, and we do not claim any ownership rights in your Operational Data. You hereby grant to Rekor and its affiliates a non-exclusive, perpetual, sublicensable, transferable right and license to use the Operational Data for all commercial purposes, and Rekor may disclose the Operational Data to third parties.

The Data, images, and video produced from using the Services, where the license plate characters have been removed, is the “De-Identified Operational Data”. Rekor owns all right, title and interests in the De-Identified Operational Data. You acknowledge and agree that Rekor may use the De-Identified Operational Data for all purposes and Rekor may disclose the De-Identified Operational Data to third parties.

By using law enforcement products in the Services, you agree to share your Data with other law enforcement agencies, unless you affirmatively opt-out. To opt-out, you must submit a written notice to us at [info@rekor.ai](mailto:info@rekor.ai) requesting that your Data be removed from the data sharing pool of services.

You must inform Rekor in writing before using the Services if the laws of the jurisdiction in which you use the Services restrict the use of Operational Data or De-Identified Data for the purposes defined in this Section.

All terms in the Terms of Service that do not conflict with the terms of this Addendum remain unchanged and in full force and effect.

### 1.11 Rekor Stores Your Data in the United States

Rekor provides the Services from the United States. By using and accessing the Services, you understand and agree to the storage and processing of your Data and any other information you choose to provide in the United States. Rekor reserves the right to store and process your Data and any other information you choose to provide outside of the United States and will endeavor to give you 30 days' notice in the event of such a change.

### 1.12 Rekor Proprietary Rights

Except with respect to your Data and your User Content (defined below), you agree that Rekor and our suppliers own all rights, title and interest in the Services. The Services and other technology that may be used to provide the Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. These terms do not grant you any right, title, or interest in any of the Services or any content other than your Data and your User Content. These Terms do not grant you any rights to use, reproduce, transmit, or distribute the Rekor trademarks, logos, domain names, or other brand features or the trademarks, logos, domain names, or other brand features of Rekor's affiliates (including but not limited to OpenALPR). Other product and company names mentioned on the Site may be trademarks of their respective owners.

### 1.13 Your Feedback

We appreciate your ideas, comments, suggestions, documents and/or proposals ("Feedback"). You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant Rekor a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback.

## 2. Use

### 2.1 Rekor Forums

Your Rekor account provides you access to the Rekor Community Forums and other public areas on the Services (collectively, the "Forums"). By accessing the Forums, you acknowledge that you are solely liable and responsible for how you use the Forums, as well as any damages that may result from the disclosure of your User Content. You also acknowledge that it is possible that you will be exposed to User Content from others that you may consider offensive, indecent, or otherwise objectionable. Views expressed on the Forums do not necessarily reflect Rekor's views. Rekor does not endorse User Content posted by you or others. Certain User Content from others may be incorrectly labeled, rated, or categorized.

License to Your Content. You grant Rekor a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sub-licensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, User Content (in whole or in part) for the purposes of operating and providing the Services to you. Please remember that other users may search for, see, use, modify and reproduce any of your User Content that you submit to any Forum or other “public” areas of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Rekor, are responsible for all of your User Content.

No Obligation to Pre-Screen User Content. You acknowledge that Rekor has no obligation to pre-screen any information, Data, text, Software, music, sound, photographs, video, messages, tags or other materials submitted by you or other users (“User Content”) posted or otherwise made available by users and accessible through the Services (“Rekor Content”), although we reserve the right in our sole discretion to pre-screen, refuse or remove any User Content. By entering into the Terms, you provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content and that we reserve the right to remove any User Content that violates the Terms or is otherwise objectionable. In the event that we pre-screen, refuse or remove any User Content, you acknowledge that we will do so for our benefit, not yours.

Storage. Unless expressly agreed by Rekor in a separate written agreement between the parties, we have no obligation to store any of your User Content that you upload, post, email, transmit or otherwise make available on or through the Services. We have no responsibility or liability for the deletion or accuracy of any User Content, including the failure to store, transmit or receive transmission of your User Content; or the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

## 2.2 Commercial Services

Rekor offers several types of paid Commercial Services.

## 2.3 Support

Technical support is only provided to users of commercial Services based on your specific purchased Services. If you are using the Services via a free account, Rekor provides support via the Forums and access to Rekor installation guides and other documentation related to the Services.

## 2.4 Account Administrators

You may specify end users as "Administrators" through the administrative console of the Services. Administrators may have the ability to access, disclose, restrict or remove Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts for their end users. Rekor responsibilities do not extend to your internal management or

administration of the Services. You are responsible for: (i) maintaining the confidentiality of passwords of your account and any Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this agreement.

## 2.5 Unauthorized Use & Access

You will prevent unauthorized use of the Services by your Administrators and your end users and terminate any unauthorized use of or access to the Services. You will promptly notify Rekor of any unauthorized use of or access to the Services.

## 2.6 Third Party Technology

The Services may contain links to third-party websites or technology (for example, we may host a library of plugins created by entities other than Rekor) ("Third-Party Technology"). Rekor does not endorse and is not responsible or liable for the products or Services provided by such third parties. Rekor is not responsible for the operation or functionality of such Third-Party Technology. You are solely responsible for your use of any Third-Party Technology. In addition, we may provide you with Software governed by an open source license. If there are provisions in those open source licenses that expressly conflict with these Terms, the relevant open source license terms will apply. ANY THIRD-PARTY TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH YOUR USE OF THE REKOR PROPERTY IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD-PARTY TECHNOLOGY.

## 3. Equipment

### 3.1 Acceptance

You shall inspect each item of equipment delivered or installed pursuant to these Terms or any agreement. You shall immediately notify Rekor of any discrepancies between such item of equipment and the description of the equipment in the Schedule. If you fail to provide such notice before accepting delivery of the equipment, you will be conclusively presumed to have accepted the equipment as specified in the Schedule.

### 3.2 Installation of Equipment

Installation of the equipment is available subject to a fee. If Rekor will perform the installation, you shall provide Rekor with access to the infrastructure necessary to facilitate the performance under these Terms or any applicable agreement. This access includes, but is not limited to, power, network and internet connectivity and applicable regulatory permitting. Any cost for the initial power connection and monthly power Service are your responsibility. Services such as construction, engineering drawings,



permits or other activities would incur an extra charge. With respect to the existing physical locations where the equipment will be installed, you warrant possession of the right and sufficient authority to approve the installation of the equipment.

## 4. Software

### 4.1 Software License Grant

Rekor hereby grants you, solely for your own internal use, a non-transferable, non-assignable, non-exclusive license to use the software described herein (the “Software”) and provided by Rekor to you. You shall use the Software exclusively for the operation of the equipment and shall not copy the Software in any form, whether in whole or in part, and shall not incorporate the Software, whether in whole or in part, or the Software’s code, into any product for distribution or use by any third party. Except for the rights enumerated in these Terms or any applicable agreement, the license hereby granted to you does not include a grant to you of any other rights to, title, ownership, security interest, or other interest, in any intellectual property of Rekor. The Software includes a collection of computer object code, documentation, precompiled binaries, and run time Data used by the application code to analyze video stream Data and perform various calculations and outputs.

### 4.2 Title to Software

The Software and all programs developed hereunder are proprietary to Rekor. Rekor shall retain exclusive right, ownership, title and interest in and to the Software, including all intellectual property rights. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at your request are and shall remain in Rekor. You agree to secure and protect each module, Software product and documentation thereof in a manner consistent with the maintenance of Rekor’s rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or Software product to satisfy its obligations hereunder. You agree not to modify the Software or create derivative products. Violation of any provision of this Section shall be the basis for immediate termination of any applicable agreement.

### 4.3 Software Ownership

Rekor represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant you a license for its use.

### 4.4 Updates and Use

Rekor may provide you, from time to time, with updates (including minor adaptations, patches and bug fixes). You hereby warrant to keep the Software up-to-date and install all relevant updates. However, nothing in these Terms or any applicable agreement shall require Rekor to provide updates, fixes or upgrades. You shall limit the use of the Software to its employees who have been appropriately trained.

#### 4.5 Third Party Software

You acknowledge and agree that Rekor may use third party Software with the equipment. Such Software may be subject to certain license agreements, regulations, conditions and terms established by such third parties in order to protect ownership and intellectual property rights in the Software. You acknowledge and agree not to attempt to resell or redistribute such Software.

#### 5. Indemnification

You agree to indemnify and hold Rekor, its parents, subsidiaries, affiliates, officers, directors, agents, employees, resellers or other partners and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your Data, or the use thereof, including but not limited to allegations that any processing of your Data by Rekor and/or you under this Agreement violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party, your User Content, your use of the Services, your violation of these terms, or your violation of any law.

#### 6. The Service is Available "AS-IS" AND WITHOUT WARRANTY.

REKOR PROVIDES THE REKOR SERVICES "AS IS" AND ON AN "AS AVAILABLE" BASIS. YOUR USE OF OUR SERVICES IS AT YOUR OWN RISK. REKOR PROVIDES OUR SERVICES WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Rekor makes no warranty or condition that the Rekor properties will meet your requirements or be uninterrupted, timely, secure, or error-free. Rekor makes no warranty or condition that results obtained from your use of the Services will be accurate or reliable or that any errors in the Services will be corrected. Rekor will have no responsibility for any harm to your computer system, loss or corruption of Data, or other harm that results from your access to or use of the Services. No advice or information, whether oral or written, obtained by you in connection with your use of the Services shall create any warranty not expressly stated in these Terms. YOU ACKNOWLEDGE THAT THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND REKOR MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THESE SERVICES OR THEIR CONTENT. REKOR MAKES NO WARRANTIES THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH SERVICES. FROM TIME TO TIME, REKOR MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH YOU MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME AT OUR SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES AND TOOLS. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

## 6.1 Warranty

6.1.1 Rekor warrants that the equipment and Software will conform, as to all substantial operational features, to Rekor's current published specifications when delivered or installed and will be free of defects which substantially affect system performance. The warranty is non-transferable.

6.1.2 Software You must notify Rekor in writing, within 7 days of delivery of the Software to you (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Rekor, Rekor's sole obligation under this warranty is to remedy such defect in a manner consistent with Rekor's regular business practices.

6.1.2.1 Modifications to the Software are strictly prohibited as is the creation of any derivative product. If any modifications are made to the Software by you during the warranty period, this warranty shall immediately be terminated. Correction for difficulties, defects or damages traceable to your errors or systems changes shall be billed at Rekor's standard time and material charges.

6.1.2.2 You shall provide Rekor details regarding any bug, defect or failure in the equipment or Software promptly and with no delay from such event. You shall also comply with Rekor's request for information regarding bugs, defects or failures and furnish with information and try to reproduce such bugs, defects or failures.

6.1.3 Equipment The equipment will be free from defects in material and workmanship and will conform and perform substantially in accordance with the documentation. The warranty period is:

6.1.3.1 Edge Pro: 1-year from the date of purchase.

6.1.3.2 Edge Max: 1-year from the date of purchase.

If, during the warranty period, the equipment does not conform to the above warranty and you provide Rekor with written notice of such nonconformance, Rekor will repair or replace nonconforming components or otherwise correct the nonconformity in accordance with its stated warranty Service terms.

## 6.2 Extended Warranty

You shall have the option of purchasing additional warranty coverage pursuant to the fees, terms and conditions as specified in the Extended Warranty Schedule. The extended warranty period will commence 1-year after the date of purchase and is limited to a total of 5-years of warranty coverage from the date of purchase. Any election to purchase coverage must be made at either the time of initial contract execution or upon subsequent contract renewal.

SUBJECT TO THE TERMS SPECIFIED IN THIS SECTION, THIS IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY REKOR. NEITHER REKOR NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD OR ANY APPLICABLE EXTENDED WARRANTY PERIOD.

## 7. Payment Terms and Taxes

### 7.1 Payments

During the period in which these Terms or any applicable agreement and each associated schedule is effective, you shall deliver to Rekor payments of the amount and frequency set forth in the related schedule (the "Payments"). The first Payment shall be due and payable upon the receipt of an invoice. Any payments made after the effective date of the agreement will be subject to the terms and conditions of an approved Rekor Credit Application and Agreement. Services will be activated following the payment of an invoice or the approval of a Rekor Credit Application Agreement.

### 7.2 Service Charge; Fees

If any Payment is not paid within five (5) days after the due date, you shall pay to Rekor a Service charge of 5% of the payment due per month which shall accrue each month until the outstanding balance is paid in full. You acknowledge that its ability to access the Services may require the payment of third-party fees and that you are responsible for paying such fees.

### 7.3 Collection Costs

If you fail to make any payments due under the any applicable agreement and Rekor retains the services of a collection agency or an attorney to collect such amounts, you agree to promptly pay to Rekor all reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorney's fees, and court costs.

### 7.4 Tax

You shall pay all taxes, including any applicable sales or use tax, and all other fees or charges on or arising out of the Rekor's delivery of Services or equipment to you; however, you will not pay any federal or state income taxes, franchise taxes, or any other taxes imposed on the Rekor's net income.

## 8. CarCheck Charges (if applicable)

You are responsible for all charges resulting from Services and or goods provided under any applicable agreement. These charges are inclusive of the user base monthly plan, plus any recognition overages. Recognition overages are the quantity of the recognitions captured, which are above the quantity of recognitions included in the user base monthly plan. Recognition overages shall be billed at a rate of \$0.10, for each recognition over the user base monthly plan recognition quantity. Rekor reserves the right to adjust the base monthly plan rate and the recognition overage rate.

## 9. Rekor's Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REKOR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT REKOR HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. REKOR'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, THE SITE, THE AGENTS AND THE FORUMS WILL AT ALL TIMES BE LIMITED TO THE GREATER OF FIFTY U.S. DOLLARS (U.S. \$50) OR THE AMOUNTS YOU PAID TO REKOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN REKOR AND YOU. Some states do not allow the types of limitations in this paragraph, so they may not apply to you.

## 10. Termination

We reserve the right to suspend or cease providing the Services or any portion of the Services, at any time, with or without cause, and with or without notice. We may suspend or terminate your use of the Services if you are not complying with these Terms, or if you use the Services in any way that could cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance. If you want to terminate the Services at any time, you may do so by (a) notifying Rekor and (b) closing your account for the Services that you use. Your written notice should be sent to Rekor's address set forth in the Notice section below or to: [support@rekor.ai](mailto:support@rekor.ai).

### 10.1 Default

The occurrence of any of the following shall constitute an event of default under these Terms or any applicable agreement ("Event(s) of Default"):

10.1.1 The failure to make a required payment under any applicable agreement and each related schedule when due.

10.1.2 The violation of any provision or requirement under any applicable agreement (other than making required payments) that is not corrected within ten (10) days after notice of the violation is given.

10.1.3 Your insolvency.

10.1.4 The voluntary or involuntary commencement of a proceeding in bankruptcy or receivership against you or your property; a general assignment for the benefit of creditors by you or if you enter into an agreement or composition with its creditors; if you are dissolved or otherwise discontinued; or if you cease doing business as a going concern.

10.1.5 The subjection of any of your property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

10.1.6 The existence of any encumbrance on the Software that has not been approved by Rekor in writing.

10.1.7 If any application, certificate, statements, trade references, representations and/or financial reports furnished by you and submitted to Rekor proves to be false in any material respect.

## 10.2 Rights on Default

Upon the occurrence of any Event of Default, Rekor may, after any applicable cure period, without further notice to you, and in Rekor's sole discretion, exercise any one or more of the following remedies:

10.2.1 Declare your obligations hereunder or under any applicable agreement immediately due and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) reasonable attorneys' fees; plus any charges, costs, expenses, interest or penalties properly assessable against you pursuant to the provisions of the Agreement or any other agreement(s) between the parties;

10.2.2 Enforce performance by you of the applicable covenants and terms of the Agreement or recover damages for the breach thereof;

10.2.3 Terminate any applicable agreement and each related schedule, terminate the licenses and take possession of the Software and associated documentation, with or without demand or notice to you and without order of court or other legal process, and without incurring any liability to you for any damages incurred by reason of such taking; and/or

10.2.4 Any other remedies available in law or at equity.

No failure or delay on the part of Rekor to exercise any remedy hereunder shall operate as a waiver. No express or implied waiver by Rekor of any default shall constitute a waiver of any other default by you or waiver of Rekor's rights. No remedy is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law and shall be in addition to any other remedy otherwise available to Rekor at law or in equity.

### 10.3 Effect of Termination

Expiration, termination or cancellation of any applicable agreement and related schedules shall not affect rights, obligations or liabilities of the parties which accrue prior to such expiration, termination or cancellation. Upon expiration, termination or cancellation of any applicable agreement, all rights, licenses and authorizations granted to you hereunder will immediately terminate and you will (a) immediately cease all use of and other activities with respect to the Software; (b) within 15 days deliver to Rekor all Software at your expense, or upon request by Rekor destroy the Software, and permanently erase from all devices and systems you directly or indirectly control, the Software, including all documents, files, and tangible materials containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (c) certify to Rekor in a signed written instrument that it has complied with the requirements of this Section. Termination of any Services includes removal of access to such Services and barring of further use of the Services. Termination of all Services also includes deletion of your password and all related information, files and Data associated with or inside your account, including your Data. Upon termination of any Services, your right to use such Services will automatically terminate immediately. You understand that any termination of the Services may involve deletion of your Data associated therewith from our live databases. Rekor will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Data. All provisions of these Terms, which by their nature should survive, shall survive termination of the Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

## 11. Electronic Communications

The communications between you and Rekor use electronic means, whether you visit the Services or send us e-mails, or whether we post notices on the Services or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we

provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. Your consent in this section does not affect your statutory rights.

## 12. Notice

Where Rekor requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address: Rekor Recognition Systems, Inc., 6712 Columbia Gateway Drive, Suite 400, Maryland 21046. Such notice shall be deemed given when received by Rekor by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

## 13. Export Control

You may not use, export, import or transfer the Services except as authorized by United States of America law ("U.S."), law the laws of the jurisdiction in which you obtained the Services and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone of the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, Services or technology provided by Rekor are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Services, or any portion thereof, either directly or indirectly, to any country in violation of such laws and regulations.

## 14. Government Use

If you are a U.S. government entity, you acknowledge that any Services provided are "Commercial Items" as defined at 48 C.F.R. 2.101, and are being provided as commercial computer Software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## 15. Governing Law and Venue

The Terms and any action related thereto will be governed and interpreted by and under the law of the State of Maryland, without giving effect to any principles that provide for the application of the law of



another jurisdiction. The forum selected for any proceeding or suit related to this agreement or otherwise arising out of Licensee's use of the Software shall be in the State of Maryland. Licensee hereby consents to the foregoing courts' personal jurisdiction over it. This is intended to be a mandatory, and not a permissive, forum selection provision.

## 16. General Terms

These Terms constitute the entire and exclusive agreement between Rekor and you with respect to the Services and supersede and replace any other agreements, terms and conditions applicable to the Services unless in writing and signed by both parties. Purchase orders placed by you shall be for the sole purpose of specifying the Commercial Services that you wish to purchase. Any other terms stated in any purchase order delivered to Rekor by you, other than pursuant to an order form supplied by Rekor, shall have no effect. These Terms create no third-party beneficiary rights. Rekor's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Rekor may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. You and Rekor are not legal partners or agents; but rather we have an independent contractor relationship. Rekor will not be responsible for any failure to perform or delay in performing any of its obligations under these Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond Rekor's reasonable control.

## 17. Copyright Infringement

Rekor respects the intellectual property rights of others and we expect our users to do the same. We respond to notices of copyright infringement consistent with the Digital Millennium Copyright Act ("DMCA"). If you believe that your work has been infringed in connection with the Services or access to your content was disabled or removed by Rekor as a result of an improper copyright infringement notice, please provide a notice containing all of the following information to [info@rekor.ai](mailto:info@rekor.ai).

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work that you claim has been infringed;

A description of where the material that you claim is infringing is located on the Site;

Your address, telephone number, and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## 18. Press Release and Marketing Materials

You acknowledge and agree that Rekor may issue a press release announcing that Rekor is providing you the Services. Rekor may also describe the nature of this relationship in our promotional materials, presentations, and proposals to Rekor's current and prospective customers.

## 19. Equipment Use Restriction

You agree not to use the Services to generate Operational Data from a camera manufactured by companies headquartered in the People's Republic of China ("Prohibited Camera"). Rekor shall not be responsible for damages and losses arising out of your use of a Prohibited Camera.

## 20. Powered by Rekor

You agree to prominently display the phrase "Powered by Rekor" within any Software derivatives or applications utilizing the outputs from the Services.

## 21. Miscellaneous

### 21.1 Log-In Information; Individual Use

To gain access to and use the Services, you may be required to create a username and password or other log-in ID and password ("Log-In Information"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share such Log-In Information with other individuals or third parties other than those with a business need to know. Rekor has no obligation or responsibility with regard to your use, disclosure, or management of Log-In Information. Rekor may require you to change your Log-In Information if such Log-In Information is inconsistent with these Terms or any agreement. Notwithstanding anything set forth in these Terms or any applicable agreement to the contrary, Rekor makes Services available to you for only its use and not for use by any third party.

### 21.2 Assignment, Sublease or Sublicense by User

You shall not assign, sublet or sublicense any interest in any agreement, the Software, or permit the Software to be used by anyone other than you or your employees, without Rekor's prior written consent. Any such assignment, sublet, or sublicense by you without the prior written consent of Rekor shall be null and void. Rekor in its sole discretion, reserves the right to assign any agreement in parts or in its entirety.

### 21.3 Investigations

If Rekor becomes aware of any possible violations by you of any provision of these Terms or any agreement, Rekor reserves the right to investigate such violations. If, as a result of such investigation, Rekor believes that criminal activity has occurred, Rekor reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Rekor is entitled to disclose any information in Rekor's possession in connection with your use of the Software, and under any provision of these Terms or any agreement, to (a) comply with applicable law, legal process or governmental request; (b) enforce the Agreement; (c) respond to any claims or rights of third parties; (d) respond to your requests for customer Services; or (e) protect the rights, property or personal safety of Rekor, its users or the public, and law enforcement or other government officials, as Rekor in its sole discretion believes to be necessary or appropriate. You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Services.

#### 21.4 Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial

Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Maryland for the purposes of any suit, action or other proceeding arising out of or relating to the Agreement and agrees that all claims in respect of the suit, action or other proceeding may be heard and determined in any such court. Each party agrees to commence any such suit, action or other proceeding either in the state or federal courts of the State of Maryland. Each party waives any defense of improper venue or inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party may make service on any other party by sending or delivering a copy of the process to the party to be served in the manner provided for the giving of notices. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR ANY AGREEMENT.

#### 21.5 Severability

If any portion of these Terms or any Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms or any agreement is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 21.6 Exhibits; Schedules

Except to the extent expressly modified by these Terms or any agreement, the parties by their execution and delivery hereof, affirm and incorporate herein by reference all of the terms, covenants and

conditions of the exhibits, schedules and terms and conditions expressly referenced herein as if such terms, covenants and conditions were fully set forth in these Terms or any agreement.

#### 21.7 Relationship of the Parties

Rekor (and any affiliate thereof providing Services hereunder) is an independent contractor and Service provider to you, and these Terms or any applicable agreement shall not be deemed to establish a joint venture, partnership, association or fiduciary or similar relationship between Rekor or any affiliate thereof, on the one hand, and you or any affiliate thereof, on the other hand, for United States tax purposes or for any other purpose.

#### 21.8 Further Assurances

The parties shall furnish upon request to each other further information, execute and deliver to each other documents, and do other acts and things, all as another party may reasonably request for the purpose of giving effect to the intent or express terms of any agreement or these Terms and the documents referred to therein; provided, that no party shall be obligated to incur any material liability, expense or obligation pursuant to this Section without its consent.