

PACE TECHNOLOGY™ DATA SYSTEMS AGREEMENT

Customer Name: _____
Customer Email: _____
Customer Address: _____

TSV Entity: Textron Specialized Vehicles Inc.
Entity Address: 1451 Marvin Griffin Road
Augusta, GA 30906

Email: _____
("Customer")

("Company")

This DATA SYSTEMS AGREEMENT sets out the terms and conditions upon which Customer may access and use the System and related Services (each as defined in the attached [Appendix 1](#)) in connection with one or more Pace Technology™ Devices (each, as a "Pace Device" and collectively, the "Pace Devices") or vehicles having Pace Devices (each a "Pace-Equipped Vehicle" and collectively, the "Pace-Equipped-Vehicles" and together with a Pace Device, the "Pace Device/Pace-Equipped-Vehicle"). In consideration for such access and use, Customer agrees to be bound by the terms and conditions of this Data Systems Agreement (together with all appendices referenced herein, the "Agreement") and any subscription agreement(s) entered into by the parties (each, a "Subscription Agreement"). All capitalized terms used but not defined herein shall have the meanings set forth in the attached [Appendix 1](#).

If Customer subsequently rents, leases, resells or otherwise transfers the Pace Device to a third party, Customer is solely responsible for (i) notifying such third party of this Agreement and (ii) providing or obtaining all notices, consents, and authorizations required from the third party in order to access and use the System and/or Services (which may include the provision of a Notice at Collection at or prior to the time of collection of Personal Data in the form set forth in [Appendix 2](#) attached hereto, and the execution and delivery of a Sensitive Personal Data Collection Consent form set forth in [Appendix 3](#) attached hereto, in accordance with the requirements set forth in [Appendix 4](#) (where applicable)).

By signing this Agreement or any Subscription Agreement, and by installing, accessing, or using the System (and related Services), Customer expressly agrees to be bound by the Terms set forth in the attached [Appendix 1](#) (the "Terms"), which are subject to change by Company from time to time. The current version of the Terms is available at <https://ezgo.com/pacetechnologyprivacy> ("Privacy Site") Customer should review the Terms periodically for updates. Customer's continued use of the Services for at least three (3) months after any updates to the Terms have been published will constitute Customer's acceptance of and agreement to such changes. If Customer does not agree to the Terms, Company has no obligation to license, sell, or otherwise provide any access to or use of the System or the Services and Customer is expressly prohibited from accessing, installing, using or copying the System (or any portion thereof).

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Delivery of an executed counterpart of this Agreement, by facsimile, electronic email in portable document format (.pdf) or by any other electronic means has the same effect as delivery of an executed original of this Agreement. Further, each party agrees that the electronic signature (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

The following Appendices (which can be found with the Terms at the Privacy Site) shall form part of this Agreement:

- Appendix 1. General Terms and Conditions
- Appendix 2. Notice at Collection (see Section 6 of [Appendix 1](#))
- Appendix 3. Sensitive Personal Data Collection Consent Form (see Section 6 of [Appendix 1](#))
- Appendix 4. Data Entry Standards & Required Workflows for Notice and Consent

CUSTOMER:

Authorized Signatory: _____
Name: _____
Date: _____

COMPANY:

Authorized Signatory: _____
Name: _____
Date: _____

1. DEFINING THE SYSTEM, SERVICES, DATA, ROLES OF THE PARTIES, & OTHER KEY TERMS

- 1.1 The “**System**” is a telematics-based system provided by Company to support Customer with information on Pace Devices, driver and fleet performances, positioning, tracking, messaging and integration of third-party applications. The System is comprised of:
 - 1.1.1 all software associated with the System and Services, including any mobile applications (“**System Applications**”) (together the “**System Software**”). If Customer is acting on behalf of, or under the direction or control of, the U.S. federal government, then the System Software shall be considered commercial computer software under 48 C.F.R. Chapter 2;
 - 1.1.2 the internet-based telematics services web portal (the “**System Portal**”);
 - 1.1.3 the vehicle telematics unit and other Pace Device-based components (the “**System Hardware**”); and
 - 1.1.4 tools as may be developed in connection with the System from time to time.
- 1.2 The “**Services**” include all wireless and telematics monitoring services, including without limitation, the collection of usage data regarding the Pace Device, the processing, monitoring and analysis of such data and making such data available to Customer in a useful form through various aspects of the System. To the extent applicable and necessary, information regarding the specific Services to be provided to Customer, together with additional terms and conditions regarding any specific Services, shall be set forth in an applicable Subscription Agreement. Customer shall be required to sign a Subscription Agreement prior to access and use of the System and such Services.
- 1.3 The System and Services are not intended for use by or in connection with children under 18 years of age. No one under age 18 may provide any information to or through the System. Company does not knowingly collect Personal Data from children under 18. If a user is under 18, do not use or provide any information on the System or on or through any of their features, including Customer’s name, address, telephone number, email address, or any screen name or user name the individual under 18 may use. If Company learns it has collected or received Personal Data from a child under 18 without verification of parental consent, Company will delete that information. If Customer believes Company might have any information from a child under 18, Customer must notify Company immediately.
- 1.4 As part of the Services, the System will collect information about the Pace Device, and if applicable the vehicle on which it is operating, such as vehicle determined

information (e.g. pace of play, vehicle identification number (VIN), location, route tracking, speed, battery information, energy consumption, vehicle efficiency data, vehicle operation data, engine hours, vehicle hours, mileage, software and firmware versions, machine attachments or implements, operational behavior, shutdown schedules, vehicle diagnostic codes, other diagnostic data, and communication performance, etc.), geolocation information (e.g., Pace Device location, the characteristics of geofences and physical geographical and topographical information, etc.), food and beverage information (e.g., food and beverage menu items and details of food orders, etc.), System usage, data usage, and other similar information (collectively, the “**Pace Data**”).

- 1.5 The System collects, processes, monitors, analyzes and sends Pace Data over the wireless network from the Pace Device in order to enable Company’s systems to further process the Pace Data and to provide the Services.
- 1.6 Customer’s access to and use of the System and Services may result in the collection, processing, analysis and transmission of data and information that: (i) relates to Customer’s employees, contractors, and agents authorized to use the System and Services on Customer’s behalf as part of their job functions (“**Customer Personnel**”) and other individual users of the System or Pace Device/Pace-Equipped-Vehicle who are not considered Customer Personnel (“**Users**”); and (ii) either identifies or may be used to identify them personally (collectively, “**Personal Data**”). When Company combines Pace Data with other data it collects or maintains, and that information can be used to personally identify a natural person, Company treats this combined information as Personal Data. Personal Data also includes any information that is otherwise considered “personal information,” “sensitive personal information,” “personally identifiable information,” “nonpublic information,” or any similar term under applicable Data Privacy Laws. Without limiting the foregoing, Personal Data includes, without limitation:
 - 1.6.1 data which is provided directly into the System by Customer or the Pace Device user. This may include information which may allow Customer to be reasonably personally identified, such as name, postal address, billing address, work address, shipping address, e-mail address, home, work, and mobile telephone numbers, Pace Device and/or vehicle ownership (i.e., is the Pace Device and/or vehicle owned, leased, or rented), Social Security Number, information Customer provided for other individuals (such as emergency contact information), driver’s license number, date of birth, credit or debit card number (for payment

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- purposes), gender, license plate numbers, and other personally identifiable information;
- 1.6.2 personally identifiable data about the System or Pace Device user created using the System, such as Pace Device and/or vehicle operation and use data, Pace Device and/or vehicle and System diagnostics, Pace Device and/or the location data, logs, referring/exit pages, date and time of visits to Company websites or use of Company applications, error information, clickstream data, and other communication data;
- 1.6.3 personally identifiable data about Customer’s internet connection, the equipment used to access the System and usage details; and
- 1.6.4 personally identifiable data provided by our third-party partners who help support our provision of Services, such as golfers’ Golf Handicap Information Network (“GHIN”) numbers, names, gender, handicaps, golf scores, prior golf courses played at, as well as your home course.
- 1.7 As a part of the consideration for providing the System and providing the Services to Customer, Customer acknowledges and agrees that:
- 1.7.1 any data collected and created through the System about the User, the Pace Device/Pace-Equipped-Vehicle (including, without limitation, any Pace Data), and the Services (including, but not limited to, any Personal Data that the Customer or User inputs into the System), and related information that is collected automatically by the System shall be the sole and exclusive property of Company (collectively, “**Company Data**”);
- 1.7.2 Company may disclose any Company Data to its parent, subsidiaries, and affiliated entities (together with Company, the “**TSV Companies**”); and
- 1.7.3 the TSV Companies may use, share, disclose, transfer (including to the United States of America), and otherwise Process any Company Data for their own purposes during the term of this Agreement and thereafter.
- 1.8 Company may modify, upgrade or substitute any part of the System and/or the Services to improve the Services, as may be required for added functionality or as is otherwise required from time to time in order to comply or conform with any applicable safety or legal requirement (including any statute, law, ordinance, regulation, rule, requirement, code, order, treaty, common law, or other requirement or rule of law of any federal, state, local or foreign government (or political subdivision thereof) (collectively, “**Laws**”)).
- 1.9 As between the parties, Company and Customer are each separate and independent Controllers of Personal Data under this Agreement. Company and Customer acknowledge and agree that each such party: (a) will act as separate, independent Controllers with regard to their respective processing of such Personal Data; (b) comply with their respective obligations as independent Controllers under Data Privacy Laws, provided that Customer shall also comply with the requirements in Sections 4.1.2 and 6.2, and [Appendix 2](#), [Appendix 3](#), and [Appendix 4](#) (each of which is attached hereto and incorporated herein by reference) with regard to its processing of Company Data that is comprised of Personal Data; and (c) be individually and separately responsible for its own compliance under Data Privacy Laws.
- 1.10 Without limiting Section 1.9, in the event that Customer collects Personal Data (that is not considered to be Company Data) directly from individuals that is independent of the System, Pace Device/Pace-Equipped-Vehicle or Services, Customer acknowledges and agrees that: (a) it will be acting as an independent Controller with regard to its collection and other processing of such Personal Data; (b) its collection and other processing of such Personal Data will be governed by Customer’s then-current privacy notices and policies; (c) it will comply with all of its obligations as a Controller under Data Privacy Laws with regard to its collection and other processing of such Personal Data (including, without limitation, providing individuals with a notice at collection and/or a privacy notice that is compliant with all requirements of applicable Data Privacy Laws); (d) it will not disclose or otherwise make available such Personal Data to Company, unless such data is necessary for Company to provide the System or Services to Customer hereunder; and (e) it will be solely responsible for its collection and other processing activities involving such Personal Data.
- 1.11 The following definitions and rules of interpretation apply in this Agreement. Capitalized and non-capitalized terms used and not defined in this Agreement have the respective meaning assigned to them under Data Privacy Laws. Please note that this Section 1.10 only consists of a subset of terms used in this Agreement. All other capitalized terms used in this Agreement but not otherwise referenced in this Section 1.10 are defined elsewhere herein.
- 1.11.1 “**Controller**” means the party that controls the means and purposes of the processing of the applicable Personal Data. Controller includes, but is not limited to, the term “business” under the CPRA (as defined below), and any similar term used to describe such an entity pursuant to any applicable Data Privacy Laws.
- 1.11.2 “**Data Privacy Laws**” means all applicable federal, state, and foreign laws, rules, regulations, and guidance issued by regulatory bodies in any relevant jurisdiction, whether existing as of the date

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of this Agreement or enacted in the future while this Agreement remains in effect, relating to the privacy, security, protection, disposal, transfer or other processing of Personal Data. Data Privacy Laws shall include, without limitation, and to the extent applicable to Company's provision of the System and Services to Customer under the Agreement: (a) the General Data Protection Regulation (EU) 2016/678 ("**GDPR**") and any relevant national implementing legislation, and any substantially similar local legislation, including the recommendations and deliberations of the relevant data protection or supervisory authorities; (b) the United Kingdom (or "**UK**") GDPR tailored by the UK Data Protection Act of 2018; (c) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, "**CPRA**"); (d) and other applicable privacy and security laws, and any implementing legislation or regulations promulgated thereunder (each as amended, superseded, or replaced). For clarity, the GDPR, as used herein, shall collectively refer to the EU GDPR and the UK GDPR.

1.11.3 "**process**" (or "**processed**" or "**processing**") means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, including, without limitation, collection, recording, organization, storage, retention, access, acquisition, protection, maintenance, operation, transmission, adaptation, alteration, retrieval, consultation, use, re-use, disclosure, re-disclosure, dissemination, making available, transferring to other parties, alignment, combination, modification, blocking, deletion, erasure or destruction.

2. AVAILABILITY OF THE SYSTEM

- 2.1 The right of Customer to use the System and the Services is subject to the availability of the System. Not all Services will be available in all locations (particularly in remote or enclosed areas), on all Pace Devices or all vehicles, or at all times. Additional availability restrictions may result from the use of certain internet or telecommunication services. Other problems that are outside the control of Company may arise that impair Customer's access to or use of the System or Services, including weather, obstructing objects and buildings, Customer's failure to properly maintain the Pace Device and the System, Customer modification of the System or Pace Device, or damage to the Pace Device. Company operates in accordance with and subject to all applicable Laws, and as such, the Services may not be available in every state or country.
- 2.2 The System may be unavailable due to maintenance work on the System Software or System Portal. Company will endeavor to minimize disruption of the System during maintenance.

3. USE OF THE SYSTEM

- 3.1 Customer shall only use, access, and operate the System, in compliance with all applicable Laws. Customer may only use or access the System when it is safe to do so. Access to or use of the System is at Customer's sole risk. Customer is solely responsible to exercise its own discretion, and observe all safety measures required by Law, as to how and when to access or use the System and the Services.
- 3.2 The System and Services are NOT FOR EMERGENCIES or EMERGENCY SITUATIONS, including vehicle or medical emergencies. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS LIMITED SOLELY TO RELAYING INFORMATION COLLECTED BY THE SYSTEM TO CUSTOMER, AND THAT COMPANY HAS NO DUTY OR OBLIGATION TO ACTIVELY MONITOR, ANALYZE, NOTIFY, RESPOND TO, OR FOLLOW-UP ON ANY DATA RELAYED FROM TIME TO TIME TO CUSTOMER. Customer shall ensure that Pace Device users are advised not to disregard or delay seeking emergency help based on anything that does or does not appear on the System or Services.
- 3.3 Customer may be required to create an account to use the System and the Services. Customer shall protect the security of the System at all times by ensuring that access and login credentials are maintained confidential and secure. Customer agrees to prohibit any third party from using Customer's account credentials and agree to immediately notify Company of any actual or suspected unauthorized use of Customer's account credentials or other security concerns of which Customer becomes aware. As part of the Services, for the purpose of protecting the security of Customer's account, Customer's rights, and the security of the Pace Device and the System, Customer agrees that Company may: (i) monitor the System in Customer's Pace Device and vehicles having Pace Devices, and the information within them; and (ii) implement protective measures within the System and Services to reasonably defend against known security threats. Customer access to the System and the Services may be revoked by Company at any time with or without cause.
- 3.4 Except as otherwise prohibited by any Laws from doing so, Customer agrees to indemnify, defend, and hold harmless Company and its directors, officers, employees and agents from and against any and all claims, losses, liabilities, damages, fees, expenses and costs (including reasonable attorneys' fees) ("**Losses**") arising out of or in connection with: (a) Customer's breach of any of the terms of this Agreement (or any Subscription Agreement) or violation of applicable Law, (b) Customer's use or access of the System or Services, (c) Customer's misuse of Company Data, or (d) any unauthorized third party's access to or use of

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the System or Services (including, but not limited to, any Personal Data or other information stored therein or otherwise associated therewith) using Customer’s access and login credentials.

- 3.5 All aspects of the System and the Services (including without limitation, all System Software, System Applications and associated intellectual property (including without limitation, all patents, copyrights, trade secrets, trademarks, service marks, or other intellectual property or proprietary rights)) are the property of Company, or its licensors or suppliers, as applicable. Subject to this Agreement and the payment of all applicable fees, Company grants Customer a revocable, nontransferable (except as provided below), personal, nonexclusive license to use the System and the Services (including an object code version of the System Software).
- 3.6 Neither the System or the Services, nor any part of the System and the Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Company.
- 3.7 Customer agrees that Company may remotely access, deliver, install, update, or change the System or the Services (collectively, “**Updates**”) to the System without any further notice or consent. Customer may be asked to consent to Updates, and failure to promptly do so may result in loss of functionality or unavailability of certain Services. Customer shall not modify, remove, or destroy any proprietary markings or confidential legends placed upon or contained within the System, the System Software, any documentation, or any related materials.
- 3.8 In respect to users of the Pace Devices and/or the System, Customer is responsible for ensuring that:
 - 3.8.1 any and all actions, notices, consents, and/or authorizations required for the collection, use, or other processing of Pace Data and/or Personal Data by Customer for its own business purposes are taken or obtained in accordance with Law;
 - 3.8.2 users of the Pace Device, vehicles having Pace Devices, and/or the Services are fully informed about and comply with the instructions for use of the Services;
 - 3.8.3 Customer and users of the Pace Device or vehicles having Pace Devices do not use the System in violation of any Laws or for unlawful or abusive purposes; and
 - 3.8.4 all users of the Pace Device and Services are aged 18 or over.
- 3.9 Customer is further responsible for compliance with all applicable Data Privacy Laws with regard to its collection, use, and other processing of Personal Data, including, but not limited to, the CPRA and GDPR (if applicable), including obtaining any required consents and providing any mandatory notices to applicable parties as prescribed by applicable Data Privacy Laws.

- 3.10 Customer is prohibited from violating or attempting to violate the security of the System or Services, including: (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the System or Services or any portion thereof without authorization, in violation of this Agreement (or any Subscription Agreement) or in violation of applicable Law.

4. CUSTOMER’S OBLIGATIONS REGARDING PERSONAL DATA

- 4.1 Customer represents and warrants to Company that, at all times during the term of this Agreement (and all Subscription Agreements), Customer shall ensure that:
 - 4.1.1 it has, and will have, all necessary consents, permissions, licenses, notices, and authorizations in place to ensure that Customer uses the Services and Systems in full compliance with all applicable Laws, including without limitation, such consents, notices, and authorizations as are necessary to ensure that Personal Data arising from or relating to the Services is processed in strict compliance with all applicable Data Privacy Laws.
 - 4.1.2 it will (i) provide a copy of the Company’s Notice at Collection in the form, attached hereto at [Appendix 2](#), to each caddie, golfer, and any other accompanying individual at or prior to the time of collection of their Personal Data (encompassed with Company Data), and (ii) obtain consent from each such individual prior to the collection of their precise geolocation data via the Sensitive Personal Data Collection Consent Form, attached hereto at [Appendix 3](#); in each case, in accordance with Data Privacy Laws (including, but not limited to, the CPRA and GDPR, to the extent applicable) or at Company’s request, and pursuant to the instructions set out in [Appendix 4](#), attached hereto;
 - 4.1.3 it and Authorized Personnel will comply with all other requirements and restrictions in [Appendix 4](#) with regard to entering data into the System;
 - 4.1.4 it and its Authorized Personnel will not license, sell, share, disclose, or otherwise make available such Company Data to any third party without the prior consent of Company;
 - 4.1.5 it complies with all of its obligations as a Controller under Data Privacy Laws with regard to its Processing of Personal Data collected for its own purposes (independent of the System, Pace Device/Pace-Equipped-Vehicle or Services) in accordance with Section 1.9;

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- 4.1.6 it will inform Company immediately if Customer determines errors or irregularities in the data processing by Company;
- 4.1.7 to the extent applicable, it will implement appropriate safeguards for the transfer of Personal Data from the European Economic Area (“**EEA**”) or UK to a jurisdiction which is not subject to an adequacy determination by the European Commission or the UK Information Commissioner’s Office (“**ICO**”) in accordance with applicable Data Privacy Laws. Such safeguards shall include, but are not limited to, entering into Controller-to-Controller Standard Contractual Clauses approved by the European Commission (the “**EU SCCs**”) and/or the UK’s International Data Transfer Agreement or related Addendum to the EU SCCs (collectively, the “**UK SCCs**”) issued by the UK ICO, as applicable, with Company; and
- 4.1.8 it indemnifies and defend Company from any claim arising from a violation of Customer’s obligations under this Section 4 or [Appendix 2](#), [Appendix 3](#), or [Appendix 4](#), attached hereto.

5. COMPANY’S OBLIGATIONS REGARDING PERSONAL DATA

- 5.1 Company shall comply with all applicable Data Privacy Laws with regard to its collection, use, and processing of Personal Data under the Agreement.
- 5.2 To the extent that Company’s employees access Personal Data in the course of providing the Services, Company will supervise that the access and use is limited to what is necessary for providing the Services.

6. TRANSFER, LEASE AND RENTAL OF PACE DEVICES OR VEHICLES HAVING PACE DEVICES TO THIRD PARTIES

- 6.1 Customer is obliged to (a) inform Company about any sale, permanent transfer or change in ownership (together a “**Transfer**”) of any Pace Device and/or vehicle having Pace Devices and (b) inform such new owner of the existence of this Agreement (and all Subscription Agreements). If the new owner indicates its desire to use the System and receive the Services, Customer shall provide Company with the name and contact information for such new owner (as permitted by applicable Data Privacy Laws) or shall, prior to such Transfer, ensure that any such third party using the Services enters into a Data Systems Agreement (and Subscription Agreement) and registers the Pace Devices and/or vehicles having Pace Devices with Company.
- 6.2 If Customer rents, leases or otherwise transfers possession or control of a Pace Device and/or a vehicle having Pace Devices to a third party or otherwise permit a third party to use the Pace Device and/or vehicle having Pace Devices, the Customer is responsible for notifying the third party of this Agreement (and all Subscription Agreements), and for providing and/or obtaining all necessary notices, consents, and authorizations from the third party in connection with its use of the System and the Services (which may include

the (i) provision of a Notice at Collection at or prior to the time of collection of Personal Data in the form set forth in [Appendix 2](#) attached hereto, and (ii) the delivery and execution of a Sensitive Personal Data Collection Consent form set forth in [Appendix 3](#) attached hereto; in each case, in accordance with Data Privacy Laws (including, but not limited to, the CPRA and GDPR, to the extent applicable) or at Company’s request, and pursuant to the instructions set out in [Appendix 4](#), attached hereto).

7. LIMITED WARRANTIES; DISCLAIMER

- 7.1 Company delivers, and Customer accepts, the System and the Services on an “**AS IS**”, “**AS AVAILABLE**” and “**WITH ALL FAULTS**” basis, and without any representations or warranties of any kind.
- 7.2 Customer acknowledges that Company is not the manufacturer of the System Hardware. System Hardware are subject to applicable warranties provided by the Company (if any). Company makes no other representations or warranties whatsoever with respect to System Hardware or other System components manufactured or sold by third parties.
- 7.3 COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, WITH RESPECT TO THE SYSTEM, THE SERVICES OR CUSTOMER’S USE THEREOF, INCLUDING ANY FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHER SUITABILITY, DURABILITY, CONDITION, QUALITY, PERFORMANCE OF THE SYSTEM, THE SERVICES OR CUSTOMER’S USE THEREOF (INCLUDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION GENERATED BY OR OBTAINED THROUGH THE SYSTEM OR SERVICES); WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 7.4 COMPANY CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE. Company makes no representations whatsoever about any third-party website, application, product, or service that Customer may access or use in connection with the System and the Services. Company has no control over the content, performance, or materials used or provided in connection with any third-party website, application, product, or service. Company shall not be liable for any loss or damage caused by network or internet down time or failure or failure of other communication systems on which the System is dependent. Customer is aware that the System or Services could include typographical errors, statistical or mathematical errors, locations or navigation errors, and other inaccuracies and errors, and that

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unauthorized additions, computations, deletions, and alterations could be made to the System or Services by third parties. In the event that an inaccuracy arises, Customer shall promptly inform Company so that it can be corrected. Company shall have no responsibility or liability for information or content posted to the System or Services from any non-Company affiliated third party.

- 7.5 COMPANY DOES NOT GUARANTEE THAT DATA TRANSMITTED THROUGH THE SYSTEM WILL BE PRIVATE OR SECURE. Notwithstanding the technological and organizational measures the parties are required to have in place to comply with Data Privacy Laws, Customer acknowledges that Company does not operate or control the internet and that (i) viruses, worms, trojan horses or other undesirable data or systems exist, and (ii) unauthorized users may attempt to obtain access to and damage Customer data, websites, computers or networks. Customer is responsible for implementing and maintaining sufficient safety and security procedures to protect Customer data, websites, computers or networks.
- 7.6 Customer's wireless carrier, the manufacturer and retailer of Customer's mobile device, the developer of the operating system for Customer's mobile device, the operator of any application store, marketplace, or similar service through which Customer obtains or accesses the System Applications, and their respective affiliates, suppliers, and licensors (collectively, the "**Select Third Parties**") are not parties to this Agreement and they do not own and are not responsible for the System Applications. Customer is responsible for complying with all application store and other applicable Select Third Parties' terms and conditions.

8. LIMITATIONS OF LIABILITY

- 8.1 Company will not be liable for any loss or damage of any kind whatsoever caused by the acts, omissions, negligence or willful misconduct of Customer.
- 8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, VENDORS, OR SERVICE PROVIDERS, INCLUDING ANY UNDERLYING WIRELESS SERVICE CARRIER (COLLECTIVELY, THE "**SERVICE PROVIDERS**") BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT OR OTHER ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, LOSS OF DATA (INCLUDING COSTS OF DATA RECOVERY OR RECONSTRUCTION) AND BUSINESS INTERRUPTION, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE SYSTEM OR THE SERVICES, INCLUDING ANY USE OF, DISRUPTION TO OR INABILITY TO USE THE SYSTEM OR THE SERVICES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C)

THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF COMPANY AND ITS SUPPLIERS, VENDORS, AND SERVICE PROVIDERS UNDER THIS AGREEMENT (AND ANY SUBSCRIPTION AGREEMENT) FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO FIVE HUNDRED DOLLARS (\$500).

- 8.3 THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 8 SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that the parties entered into this Agreement and each Subscription Agreement in reliance upon the limitations of liability set forth in this Section 8, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.
- 8.4 CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH COMPANY'S SERVICE PROVIDERS AND CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND ITS SERVICE PROVIDERS. CUSTOMER UNDERSTANDS AND AGREES THAT COMPANY'S SERVICE PROVIDERS HAVE NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. EXCEPT AS OTHERWISE PROHIBITED BY ANY LAWS FROM DOING SO, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY'S SERVICE PROVIDERS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) AND RELATED LOSSES (AS DEFINED IN SECTION 3.4, ABOVE), ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE USE, FAILURE TO USE, OR INABILITY TO USE THE SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM SUCH SERVICE PROVIDERS' NEGLIGENCE OR RECKLESS OR WILLFUL MISCONDUCT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY ACCOUNT NUMBER OR OTHER ACCOUNT CREDENTIALS ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER OR OTHER ACCOUNT CREDENTIALS CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT COMPANY'S SERVICE PROVIDERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS TO CUSTOMER, AND WILL NOT BE LIABLE TO CUSTOMER FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

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THE CUSTOMER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

9. FEES

9.1 Any fees payable to Company in connection with the Services shall be provided by Company in applicable purchase orders, agreements, or Subscription Agreements.

10. TERM AND TERMINATION

10.1 The Agreement shall commence as of the date it is executed by both parties and shall continue until terminated by either party as provided in this Section 11. As applicable, each Subscription Agreement shall have a separate term for the specific Services to be provided under that Subscription Agreement (which may extend beyond the term of this Agreement).

10.2 Either party may terminate this Agreement at any time by providing the other party with at least 30 days' written notice of termination; provided, however, that if this Agreement is terminated pursuant to this Section 10.2, the terms and conditions of this Agreement shall remain in full force and effect with respect to any Subscription Agreement(s) still in effect as of the date of termination until such Subscription Agreement(s) expire or earlier terminate pursuant to their terms.

10.3 Either party may terminate this Agreement immediately upon written notice if: (i) the other party is in material breach of this Agreement or any Subscription Agreement;; (ii) any or all Services are suspended or terminated for a period in excess of thirty (30) days due to Force Majeure; or (iii) the other party enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect.

10.4 Company may terminate this Agreement immediately upon written notice to Customer if: (i) Customer fails to comply with the obligations set out in Sections 1.7, 1.9, 1.10, 3.1, 3.9, 3.10, 4, or 6 of this Agreement; (ii) Customer fails to make timely payment of any amounts as and when due, unless Customer has paid such outstanding amounts within fifteen (15) days after written notice of non-payment is sent to Customer; or (iii) Company is adversely restricted or prohibited from providing the Services under applicable Law.

10.5 The termination of this Agreement pursuant to Sections 10.3 or 10.4 above will automatically terminate any and all Subscription Agreement(s) and all outstanding subscriptions for Services under this Agreement, without refund or reimbursement of any pre-paid fees of any kind whatsoever.

10.6 Notwithstanding anything herein to the contrary, Company shall have the right to modify and/or terminate the provision of specific Service(s) from time to time. The modification and/or termination of any specific Service(s)

shall have no effect on the continuance or effectiveness of this Agreement or any Subscription Agreement.

10.7 Upon termination of this Agreement or any Subscription Agreement, (a) Company will have the right to disable the sending and receiving operability of the applicable System Hardware with effect to the date of termination, and (b) Customer shall either destroy or return to Company all Company Data collected by Customer while the Agreement and/or Subscription Agreement was still in effect, unless Customer has collected any such data independent from the System, Pace Device/Pace-Equipped-Vehicle, or Services contemplated by this Agreement.

10.8 Termination of this Agreement or any Subscription Agreement shall not affect either party's accrued rights, limitations of liability, indemnities, or other obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication survive and continue after this Agreement (and any Subscription Agreement) has ended, including but not limited to Section 1.3,, Section 1.7, Section 1.9, Section 1.10, Section 4, Section 6, Section 8, Section 9, this Section 10.8, and Section 12.

11. MISCELLANEOUS

11.1 Any notice required under this Agreement or any Subscription Agreement shall be in writing and shall be valid and sufficient if delivered by: (a) registered or certified mail, postage prepaid, in any U.S. post office; (b) hand delivery; or (c) nationally recognized express courier. Such notice shall be deemed effective upon delivery to the address designated on the cover page of this Agreement (as may be updated in writing from time to time). All other notices and communications may be made via mail and/or e-mail.

11.2 This Agreement (together with all Appendices attached hereto and any applicable Subscription Agreements) constitutes the entire understanding and agreement between Company and Customer with respect to the transactions contemplated in this Agreement, and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement.

11.3 Customer may not assign any of its rights or delegate any of its obligations under this Agreement or any Subscription Agreement without the written consent of Company, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section 11.3 shall be null and void. Subject to the provisions of this Section 11.3, this Agreement and each Subscription Agreement shall inure to the benefit of and be binding upon the

APPENDIX 1 – GENERAL TERMS AND CONDITIONS

respective successors and assigns, if any, of the parties hereto.

11.4 Company will not be liable for any failure or delay in performance under this Agreement or any Subscription Agreement which is due to any event beyond the reasonable control of Company, including without limitation: failure of a third-party wireless or telecommunications provider serving a particular area; flood, fire, explosion, severe weather conditions or other acts of God; unavailability of utilities, raw materials or components; strike, work stoppage or other labor disturbance; war, riots, terrorism or other civil unrest; or export control regulation, laws, judgments, instructions or other interference by any governmental authority or agency (“**Force Majeure**”).

11.5 Company reserves the right to modify or change these Terms at any time, effective upon notice to Customer or by posting the revised or modified Terms on Company’s website. Any use of the System or the Services for at least three (3) months after such changes have been published will constitute Customer’s acceptance of and agreement to such changes. Customer agrees to review the Terms regularly and at least each time Customer accesses the System so that Customer is aware of any changes to these Terms.

12. GOVERNING LAW AND DISPUTES

12.1 This Agreement and all Subscription Agreements are governed by, and construed in accordance with, the laws of the state of Georgia, without reference to its conflict of laws provisions thereof. Neither this Agreement nor any Subscription Agreements shall be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

12.2 Any forbearance or delay on the part of either party in enforcing any rights under this Agreement (or any Subscription Agreement) shall not be construed as a waiver of such rights. No terms of this Agreement (or any Subscription Agreement) shall be waived unless expressly waived in writing. If any provision of this Agreement (or any Subscription Agreement) is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement (or any Subscription Agreement) shall remain in full force and effect.

12.3 Customer agrees that any dispute, claim, or controversy arising out of or relating in any way to the System, the Services, this Agreement or any Subscription Agreement shall be resolved by an action or proceeding brought by either party hereto and shall be brought in, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of, in the United States District Court for the Southern District of Georgia, Augusta Division, or in the Georgia State Superior Court for the County of Richmond.

12.4 **CLASS ACTION WAIVER.** CUSTOMER AND COMPANY AGREE TO PURSUE ANY ACTION OR CLAIM SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT

PERMIT CLASS ACTIONS, ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. The court may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this class action waiver provision is found to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.5 The parties intend for the express terms and conditions contained in this Agreement to exclusively govern each parties’ respective rights and obligations regarding the subject matter of this Agreement and any applicable Subscription Agreements, and that this Agreement is expressly limited to such terms and conditions. In case of a conflict between any terms set forth in this Agreement and the terms set forth in any Subscription Agreement, the terms of the Subscription Agreement shall prevail. In case of a conflict between any terms set forth in this Agreement and the terms set forth in any other agreement between Customer and any third party regarding the System or the Services, the terms of this Agreement shall prevail.

Pace Technology™ Notice at Collection

Effective Date: June 28, 2024

Introduction

This Notice at Collection (the “**Notice at Collection**” or “**Notice**”) describes Textron Specialized Vehicles Inc.’s (“**TSV**”) and Pace Technology’s (collectively, “**Pace**,” “**us**,” “**our**,” or “**we**”) collection and use of your Personal Data (as defined below). We adopt this Notice to comply with applicable U.S. state consumer privacy laws, such as the California Privacy Rights Act of 2020 (“**CPRA**”) and other similar state laws, and any terms defined in under such laws have the same meaning when used in this Notice. If you have any questions about this Notice or need to access it in an alternative format due to having a disability, please contact tsvdataprivacy@textron.com. To view our full Privacy Notice, visit <https://ezgo.com/pacetechologyprivacy/>.

Scope of this Notice at Collection

This Notice applies to information we collect in various contexts, both online and offline (including, but not limited to, when you use our Services, as defined and more fully described in our Privacy Notice), that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your household (“**Personal Data**”). However, publicly available information that we collect from government records and deidentified or aggregated information (within the meaning of applicable state law) are not considered Personal Data and fall outside the scope of this Notice.

Categories of Personal Data We Collect About You

We collect the following categories of Personal Data from or about you depending upon the device you are using and how you interact with us or otherwise use or interact with our Services. We will not collect additional categories of Personal Data without providing you notice.

- A. **Identifiers**, such as real name, postal address, email address, phone number, unique personal identifiers (e.g., Golf Handicap Information Network numbers, player ID, etc.), online identifiers, Internet Protocol (IP) address, and other similar identifiers.
- B. **Personal information categories described in the California Customer Records statute**, such as name, postal address, and phone number.
- C. **Protected classification characteristics under California or federal law**, such as gender.
- D. **Commercial information**, such as transactional information relating to the products or Services purchased and other information necessary to facilitate or complete delivery or to make available and provide ongoing support, maintenance, repair, training, or other Services related to the Services being purchased.
- E. **Internet or other electronic network activity information**, such as information regarding your interaction with or use of our web portal, other online interfaces, and Services. This includes, but is not limited to, information collected or created in connection with the use of a Pace device or vehicle with such a device that is equipped with a telematics-based system developed by TSV to support users with information on the Pace device, vehicle, driver, and fleet performances, positioning, tracking, messaging and integration of third-party applications (the “**System**”).
- F. **Geolocation data**, such as (i) IP-based, non-precise geolocation data, which may be used to locate the city and state that you are in when you access our network, and (ii) precise geolocation data, which may be used to determine your or others (e.g., caddies’) physical location or movements, such as on a golf course, in real-time, through your or their (a) use of a Pace device (whether it is on someone’s person, affixed to equipment or otherwise), (b) operation of a vehicle equipped with such a device (e.g., a golf cart), or (c) other interactions with our Services.
- G. **Professional or employment-related information**, such as job title.
- H. **Inferences drawn from any of the collected Personal Data listed above** to create a profile about, for example, your preferences, characteristics, and predispositions.
- I. **Sensitive Personal Data**, including precise geolocation data, which may be used to determine your or others (e.g., caddies’) physical location or movements, such as on a golf course, in real-time, through your or their (i) use of a Pace device (whether it is on someone’s person, affixed to equipment or otherwise), (ii) operation of a vehicle equipped with such a device (e.g., a golf cart), or (iii) other interactions with our Services.

Purposes for Which We Collect and Use Personal Data

We are collecting your Personal Data (including limited Sensitive Personal Data) to support our business operations, including for the following purposes:

- to ensure effective administration and management of your relationship with us, including making our Services available to you;
- to personalize our Services to you, including personalized experiences, content, and ads;

APPENDIX 2 – NOTICE AT COLLECTION

- to understand how you use our Services and identify any issues in how the Services are used and how we can improve your experience with our Services;
- to infer characteristics about you;
- to facilitate your interactions and transactions with us, such as requests for support or additional Services, as well as to respond to your requests, communications, suggestions, inquiries, and comments (including your feedback about our Services);
- to maintain, support, troubleshoot, manage and improve our Services;
- to provide you with information, products, or Services that you request from us;
- to provide you with, and improve, relevant marketing offers or information from us or relevant third parties;
- for testing, research, analysis and product development (e.g., new products, features, and Services);
- to better understand and address the preferences of our customers;
- to analyze product performance, maintenance, and operations;
- to develop and manage relationships with our business partners;
- to ensure our Systems and premises are secure, and to help maintain the safety, security, and integrity of our Services, products, databases and other technology assets, and business;
- to prevent, detect, or investigate unauthorized use of our Services, and to protect against malicious, deceptive, fraudulent, or illegal activity, and prosecute those responsible for that activity;
- to assist in the event of an emergency;
- to manage any dispute and accidents and take legal or other professional advice;
- to exercise or defend legal claims, and to respond to legally binding requests from law enforcement, regulatory authorities, or other third parties;
- to carry out our legal and contractual obligations, and to enforce our rights arising from any contracts entered into between you and us (including, but not limited to, any applicable terms of use or service);
- to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by us about you is among the assets transferred.
- to comply with our legal, regulatory, and contractual obligations;
- to fulfill any other purpose for which you provide it;
- for any other purpose with your consent; and
- in any other way we may describe when you provide the information or as otherwise permitted by applicable law.

We may also combine your Personal Data collected through various sources, including information collected through our Services, and develop a customer and/or user profile that will be used for the purposes above.

We will not sell the Personal Data or Sensitive Personal Data we collect for monetary or other valuable consideration. We also will not share any such information with third parties for cross-context behavioral advertising purposes.

Personal Data Retention Periods

Typically, we retain all categories of Personal Data that we collect about you for the period necessary to fulfill the purposes outlined in this Notice, unless a longer retention period is required applicable law or our record retention guidelines applicable to the type of Personal Data or category of record. However, we may also retain any or all categories of Personal Data when your information is subject to one of the following exceptions:

- When stored in our backup and disaster recovery systems. Your Personal Data will be deleted when the backup media your Personal Data is stored on expires or when our disaster recovery systems are updated.
- When necessary for us to exercise or defend legal claims.
- When necessary to comply with a legal obligation.
- When necessary to help ensure the security and integrity of our Services and IT systems.

Your Personal Data will be deleted when we no longer require your Personal Data for any of the above purposes.

Changes to This Notice at Collection

We reserve the right to amend this Notice at our discretion and at any time. When we make changes to this Notice, we will provide you an updated notice before collecting any additional Personal Data and update the Notice's effective date. **Your continued provision of Personal Data to us following the posting of changes constitutes your acceptance of such changes.**

Pace Technology™
Sensitive Personal Data Collection Consent Form

We may collect precise geolocation data when you directly provide it to us, through your use of our Services, or from third parties for the purpose of: (i) inferring characteristics about you or others who you are with, which may be used to further personalize our Services to you and/or them, market and improve our Services and other products, and help us target specific items of interest to you and/or them; and (ii) creating a profile about you and/or others you are with (e.g., golfers, caddies, etc.) based on your or their use of a Pace device (whether it is on someone's person, affixed to their equipment, or otherwise), operation of a vehicle equipped with such a device (e.g., golf cart), and how you or they use or interact with our Services and interact with us.

By signing and dating below or by operating or otherwise using our Services, you consent to our collection, use, and other processing of your precise geolocation data as described in this form and in our Privacy Notice, which can be found at <https://ezgo.com/pacetechnologyprivacy>.

Name: _____

Date: _____

Signature: _____

Pace Technology™

Data Entry Standards & Required Workflows for Notice and Consent

1. Standards for Entering Data into a System

- Customer and its Authorized Personnel shall not input more than the minimal amount of Personal Data in a System than is necessary to achieve the primary purpose for which Customer utilizes such System as part of the Services provided under the Agreement (e.g., individual's first and last name, gender, date of play, score, and playing metrics).
- Under no circumstances shall Customer or its Authorized Personnel provide any of the following types of Personal Data to Company through their use of the System or Services: (a) Social Security numbers; (b) passport numbers; or (c) personally identifying information about children under the age of 18.

2. Workflow for Providing Company's Notice(s) at Collection to, and Obtaining a Signed Sensitive Personal Data Collection Consent Form from, Individuals on Company's Behalf

- Prior to allowing any individual to use a Pace Device or Pace-Equipped Vehicle on Customer's premises, Customer shall provide such individual and any other persons who will accompany them on Customer's premises (e.g., a caddie, other golfers, etc.) with paper or electronic copies of Company's Notice at Collection and Sensitive Personal Data Collection Consent Form, attached hereto at [Appendix 2](#) and [Appendix 3](#), respectively.
- Customer shall not permit any individuals to use a Pace Device or Pace-Equipped Vehicle on Customer's premises unless such each such individual first (i) reviews Company's Notice at Collection, and (ii) reviews and signs Company's Sensitive Personal Data Collection Consent Form, whether in paper or electronic form (depending upon the method of delivery selected by Customer).
- If, after receiving and reviewing Company's Notice at Collection, Company's Privacy Notice (which is linked to and incorporated by referenced in such Notice at Collection), and Company's Sensitive Personal Data Collection Consent Form, an individual expresses their disagreement with or objection to Company's privacy practices described in Company's Notice at Collection or Privacy Notice, or otherwise refuses to sign Company's Sensitive Personal Data Collection Consent Form, Customer shall inform such individual that he or she is not allowed to use a Pace Device or Pace-Equipped Vehicle on Customer's premises and instead offer that individual with an alternate means of navigating the premises (if available).