

ROADSTREAM.IO LIMITED

Standard Terms of Service

ROADSTREAM.IO LIMITED

Registered in England and Wales, Company No. 11470442

VAT Registration No. GB301740450

Registered office: Suite 8, Unit 3 Q-Estate, 1487 Melton Road, Queniborough, LEICESTER,
Leicestershire, LE7 3FP

Published: 8 June 2026 | Available at roadstream.io/terms

1 Definitions and interpretation

1.1 In these terms, the following capitalised words have the meanings given below.

Acceptance has the meaning given in Clause 2.2.

Additional Charges means charges for work or matters beyond the standard recurring Charges, as described in Clause 7.7.

Aggregated Data has the meaning given in Clause 13.4.

Agreement means these terms together with the Quote and any written variation agreed under Clause 22.

Bespoke Services has the meaning given in Clause 10.1.

Business Day means a day other than a Saturday, Sunday, or public holiday in England.

Charges means the amounts payable by the Customer to roadstream for the Services and Hardware as set out in the Quote, as adjusted from time to time in accordance with this Agreement, together with any Additional Charges.

Charging Start Date means, in respect of each Device, the Install Date for that Device, except where roadstream notifies the Customer of a different date (for example where a free period applies).

Confidential Information has the meaning given in Clause 15.1.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing have the meanings given in the Data Protection Laws.

CPIH means the Consumer Prices Index including owner occupiers' housing costs published by the Office for National Statistics, or any successor index.

Customer means the company, partnership, or other entity that accepts a Quote from roadstream under Clause 2.

Customer Data means data (including Personal Data) relating to the Customer, its Vehicles, its drivers, its users, or its operations that is collected, generated, processed, or stored through the Services, including Footage. It does not include Aggregated Data.

Data Protection Laws means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all other applicable laws relating to the processing of Personal Data, in each case as amended or replaced from time to time.

Deliverables has the meaning given in Clause 10.1.

Device means any item of Hardware installed, or intended to be installed, in a Vehicle. Each Device is treated separately for the purposes of term, Charges, and renewal.

DPA means the data processing agreement referred to in Clause 14.7, as made available by roadstream from time to time.

Effective Date means the date of Acceptance determined under Clause 2.2.

Footage has the meaning given in Clause 12.4.

Force Majeure Event has the meaning given in Clause 21.1.

Hardware means the GPS tracking units, cameras (including driver-facing cameras where specified), Direct Vision Standard safety kits, sensors, cables, antennae, SIM cards, and

any other physical equipment supplied by roadstream to the Customer, as specified in the Quote.

Insolvency Event has the meaning given in Clause 19.6.

Install Date means, in respect of each Device, the date the Device is installed in a Vehicle (whether by roadstream or, under Clause 5.3, by or on behalf of the Customer).

Intellectual Property Rights means patents, rights in inventions, copyright and related rights, trademarks, business and domain names, rights in goodwill, rights in designs, database rights, rights in confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted such rights, anywhere in the world.

Minimum Term means, in respect of each Device, 36 months from the Minimum Term Start Date for that Device, except where the Quote specifies a different duration for that Device.

Minimum Term Start Date means, in respect of each Device, the Charging Start Date for that Device, except where the Quote specifies a different date.

Quote means the document or communication issued by roadstream to the Customer setting out the Services to be provided, the Devices to be installed, the applicable hardware scheme for each Device, the Charges, the Minimum Term (where different from the default), and any other agreed commercial terms.

roadstream means ROADSTREAM.IO LIMITED, a company incorporated in England and Wales with registered number 11470442, whose registered office is at Suite 8, Unit 3, 1487 Melton Road, Queniborough, LEICESTER, Leicestershire, LE7 3FP.

Scheme A means the customer-owned hardware scheme described in Clause 4.2.

Scheme B means the hardware-included-with-service scheme described in Clause 4.3.

Services means access to and use of the Platform, together with connectivity, support, and any other services described in the Quote or this Agreement but excluding Bespoke Services unless the context requires otherwise.

Platform means the cloud-based software platform operated by roadstream through which the Services are delivered, including its web and mobile applications, APIs, and supporting infrastructure.

Vehicle means any vehicle, plant, or other asset of the Customer in or on which a Device is installed or intended to be installed.

Warranty Period has the meaning given in Clause 16.3.

1.2 **Interpretation:**

The following rules apply to this Agreement.

- (a) References to “writing” or “written” include email but exclude fax and instant messaging applications.
- (b) A reference to legislation is a reference to it as amended, extended, or re-enacted from time to time, and includes subordinate legislation made under it.
- (c) Words in the singular include the plural and vice versa.
- (d) The words “include”, “includes”, and “including” are to be read as if followed by “without limitation”.

- (e) Headings are for convenience only and do not affect interpretation.
- (f) A reference to a Clause is to a clause of these terms.
- (g) A reference to a party includes that party's permitted successors and assigns.
- (h) References to "roadstream" in lowercase are to ROADSTREAM.IO LIMITED. The lowercase styling is a brand convention only and does not affect meaning.

2 How these terms apply

2.1 These terms apply to all Services and Hardware provided by roadmap to the Customer, to the exclusion of any other terms. They form a legally binding agreement between roadmap and the Customer on Acceptance.

2.2 Acceptance

The Customer accepts a Quote and these terms when any of the following first occurs:

- (a) the Customer or its authorised representative signs the Quote or returns written confirmation accepting it;
- (b) the Customer pays the first invoice issued by roadmap in respect of the Services or Hardware;
- (c) the Customer allows installation of any Device to proceed; or
- (d) the Customer uses the Services or the Platform.

2.3 Each Quote, together with these terms and any written variation agreed under Clause 22, forms a separate agreement. Where the Customer accepts more than one Quote, each is governed by these terms unless the relevant Quote states otherwise.

2.4 Version applicable

The version of these terms applicable to a Quote is the version published at roadstream.io/terms at the date of Acceptance, subject to any later variation made under Clause 22.

2.5 Order of precedence

Where there is any inconsistency between the documents forming the Agreement, the following order of precedence applies:

- (a) any written variation agreed under Clause 22, in respect of the matters varied;
- (b) the Quote, in respect of the commercial terms specified in it (including Charges, Minimum Term, Devices, and any agreed free period);
- (c) these terms, in respect of all other matters.

2.6 Customer's terms do not apply

Any terms put forward by the Customer (including terms on a purchase order, in correspondence, or referenced by the Customer) do not form part of the Agreement and are excluded, even if roadmap does not expressly reject them.

2.7 Business Contract

The Customer enters into this Agreement in the course of its business. The Customer confirms it is not a consumer, and the Consumer Rights Act 2015 does not apply.

3 The Services

3.1 What roadstream provides

roadstream provides the Customer with:

- (a) access to the Platform via its web and mobile applications, for use by the Customer's authorised users in connection with the Customer's business;
- (b) the Hardware specified in the Quote, installed in the Customer's Vehicles in accordance with Clause 5 (except where the Customer arranges installation under Clause 5.3);
- (c) mobile network connectivity for each Device sufficient to enable the Device to transmit telematics data to the Platform; and
- (d) technical support during roadstream's normal business hours (Monday to Friday, 9am to 5pm UK time, excluding public holidays in England).

3.2 Platform features

The Platform may provide features such as live tracking, journey history, driver behaviour analysis, alerts, reporting, and, where applicable, live and recorded video review from in-vehicle cameras. The features available to the Customer are those described in the Quote or made available on the Platform from time to time.

3.3 Authorised Users

The Customer may permit its employees, contractors, and agents to access the Platform as authorised users, provided the Customer ensures each authorised user complies with this Agreement. The Customer is responsible for all acts and omissions of its authorised users as if they were its own.

3.4 Updates and changes

roadstream may update the Platform, its features, and the user interface from time to time. roadstream will give reasonable notice of any change that materially reduces the functionality the Customer relies on. Routine updates and improvements are not a material adverse change for the purposes of Clause 22.

3.5 SIM cards and connectivity

Any SIM card supplied as part of the Hardware remains the property of roadstream or its connectivity provider. The Customer must not remove, transfer, or use it other than in the Device for which it was supplied. roadstream selects suitable network arrangements but does not control mobile networks and does not warrant uninterrupted or fault-free connectivity or coverage.

3.6 GPS and location data

roadstream takes reasonable care to deliver accurate location data, but GPS and telematics data depend on factors outside roadstream's control (including satellite availability, signal obstruction, and network conditions). roadstream does not warrant that location or telematics data will be complete, continuous, or error-free.

3.7 Fair use

roadstream provides mobile connectivity sufficient for normal operational use of each Device. As a guide, normal use is up to approximately 250MB per camera Device per

month. roadstream may apply Additional Charges under Clause 7.7 for data use materially beyond this fair-use guidance.

3.8 Free periods

Where a Quote specifies a Charging Start Date later than the Install Date, roadstream provides the Services for the intervening period without recurring Charge, but all other terms (including the term clock and the Customer's obligations) apply from the Install Date.

3.9 Use only for the Customer's business

The Services and Hardware may be used only for the lawful commercial purposes of the Customer's own business and not for private purposes or for the operations of any third party, except as expressly permitted by this Agreement.

3.10 Nature of the Services.

The Services are a monitoring, reporting, and information tool. They are not, and the Customer must not rely on them as, a primary safety, control, or emergency system. Clause 11 sets out the limitations on use.

4 The Hardware

4.1 Two hardware schemes

roadstream supplies Hardware under one of two schemes. The scheme applicable to each Device is specified in the Quote. The selection is made per Device, and a Customer may hold Devices under both schemes at the same time.

4.2 Scheme A: Customer-owned Hardware. Under Scheme A, the Customer purchases the Hardware from roadstream outright:

- (a) The Charges for Scheme A Hardware are specified in the Quote and are payable on or before the Install Date.
- (b) Title to the Hardware passes to the Customer on the later of (i) full payment of the Charges for that Hardware, and (ii) installation of the Hardware.
- (c) Risk in the Hardware passes to the Customer on delivery to the Customer or on installation, whichever is earlier.
- (d) The Customer is responsible for insuring the Hardware once risk has passed, and for its lawful disposal at end of life in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended from time to time) (**WEEE**).
- (e) Ongoing Charges for the Services (including connectivity and support) continue to apply to each Scheme A Device for so long as the Services are provided.

4.3 Scheme B: Hardware included with service. Under Scheme B, the Hardware is provided as part of the Services:

- (a) **Title to the Hardware remains with roadstream at all times.**
The Customer obtains a right to use the Hardware during the term for which the Services are provided in respect of that Device, and no other right or interest in the Hardware passes to the Customer.
- (b) **Risk in the Hardware passes to the Customer on installation**

The Customer must keep the Hardware safe, must not encumber, sell, or dispose of it, and must not allow any lien or charge to attach to it.

(c) Insurance of the Hardware

The Customer must insure the Hardware against loss and damage for its replacement value while risk rests with the Customer.

(d) Return of the Hardware

The Customer must return the Hardware in accordance with Clause 20 at the end of the Services for that Device. If the Customer does not return it, roadstream may invoice the replacement value under Clause 7.7 and Clause 20.

4.4 Quantities and substitution

roadstream may supply Hardware of an equivalent or improved specification where the specified Hardware is unavailable, provided the substitute is fit for the same purpose.

4.5 Acceptance of Hardware

The Customer must inspect Hardware on delivery or installation and notify roadstream of any shortage, visible defect, or damage within five Business Days. This does not limit the Customer's rights under the warranty in Clause 16.

4.6 Care of Hardware

The Customer must not modify, tamper with, repair, or attempt to repair the Hardware, or permit any third party to do so, except with roadstream's prior written consent or as expressly permitted under Clause 5.3. Unauthorised work may void the warranty and give rise to Additional Charges.

5 Installation and field service

5.1 Installation

5.1.1 Attendance

Except where the Customer arranges its own installation under Clause 5.3, roadstream's field engineers attend the Customer's premises or Vehicle locations to install, configure, maintain, replace, and (at end of service) de-install Hardware. Installation typically involves cutting into Vehicle wiring, fitting equipment to Vehicle interiors, and integrating with Vehicle electrical systems.

5.1.2 Scheduling and access

The Customer must make each Vehicle, together with keys, access, and any required clearances, available at the agreed time and for the agreed duration. The Customer must provide a safe and suitable working environment in accordance with Clause 5.2.2.

5.2 Health, safety and engineer welfare

5.2.1 Statutory duties retained

Each party retains its own duties under health and safety legislation. Nothing in this Agreement transfers either party's statutory health and/or safety duties to the other. Each party remains responsible for compliance with the duties that fall on it as occupier, employer, or operator (as the case may be).

5.2.2 Customer's safe-working obligations

In relation to any visit by roadstream's personnel, the Customer must, at its cost:

- (a) provide safe access to the Vehicle and the working area, and ensure the Vehicle is properly secured, immobilised, and safe to work on;
- (b) facilitate safe lone working, including any sign-in, check-in, or emergency arrangements roadstream's personnel reasonably require;
- (c) ensure that any work at height, in confined spaces, or involving particular hazards can be carried out safely, and disclose those hazards in advance; and
- (d) provide reasonable welfare facilities, including reasonable access to toilets, drinking water, and shelter.

5.2.3 Right to suspend or decline unsafe work

roadstream's personnel may suspend, decline, or stop any work where, acting reasonably, they consider that working conditions are unsafe or that proceeding would breach health and safety requirements. Doing so is not a breach of this Agreement by roadstream, and roadstream may reschedule the work and recover its wasted costs under Clauses 5.4.4 and 7.7.

5.2.4 Treatment of personnel

The Customer must ensure that its personnel treat roadstream's personnel with respect and behave reasonably towards them. The Customer must not permit, and must take reasonable steps to prevent, any abuse, harassment, intimidation, threatening behaviour, discrimination, or any pressure on roadstream's personnel to skip or shortcut safety procedures. roadstream may suspend the affected work or, in serious cases, suspend or terminate the Services under Clauses 19.2 and 19.4 where the Customer's personnel breach this Clause.

5.2.5 Engineer enforcement rights

roadstream's engineers and other personnel who carry out work under this Agreement may enforce Clauses 5.2.1 to 5.2.4 directly against the Customer under the Contracts (Rights of Third Parties) Act 1999. This is an exception to Clause 25, and no consent of those persons is required to vary or rescind this Agreement.

5.2.6 Customer-provided equipment

Where the Customer provides equipment for use by roadstream's personnel (such as ladders, platforms, vehicle ramps, or jacks), the Customer is responsible for ensuring that equipment complies with all applicable safety legislation, including the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER), the Provision and Use of Work Equipment Regulations 1998 (PUWER), and the Work at Height Regulations 2005. The Customer indemnifies roadstream against any liability, loss, or cost arising from harm caused by Customer-provided equipment, subject to Clause 18.

5.3 Self-service and customer-arranged installation

Where the Quote records that the Customer will install Hardware itself or arrange a third party to do so, roadstream is not responsible for the quality, safety, or correctness of that installation, or for any fault, damage, or loss arising from it. The Customer is responsible for installing in accordance with roadstream's instructions. The Hardware warranty in Clause 16 continues to apply to the equipment itself, but does not extend to faults caused by installation that roadstream did not carry out.

5.4 Cancellations, scope reductions and wasted visits

5.4.1 Late cancellation. The Customer may cancel a scheduled visit without charge by giving at least 48 hours' notice. Otherwise the following cancellation fees apply:

- (a) where 24 to 48 hours' notice is given: 50% of the applicable call-out rate;
- (b) where less than 24 hours' notice is given, the visit is cancelled on the day, or the engineer discovers on arrival that the visit cannot proceed: 100% of the applicable call-out rate, plus any non-recoverable preparation costs (such as hardware picked, sub-contractor reservations, and engineer time that cannot be redeployed).

5.4.2 Constructive cancellation.

For the purposes of Clause 5.4.1, "cancellation" includes both express cancellation and constructive cancellation. Constructive cancellation means any act or omission of the Customer that prevents the planned work from proceeding, including failure to make the Vehicle available within 30 minutes of the engineer's arrival, failure to provide safe working conditions, or failure to provide site access, Vehicle keys, or required security clearances.

5.4.3 Force majeure carve-out (cancellations)

No cancellation fee applies where the cancellation or constructive cancellation arises from circumstances genuinely outside the Customer's control, such as an unexpected Vehicle breakdown, driver illness, or a site emergency. The Customer must notify roadstream as soon as reasonably practicable.

5.4.4 Repeated cancellations.

Where the Customer repeatedly cancels scheduled visits, roadstream may require pre-payment of future call-out fees or impose fixed appointment windows that cannot be rescheduled.

5.4.5 Scope reductions on site.

Where the Customer reduces the scope of work after the engineer has attended (for example because equipment turns out to be already fitted, or the Customer decides part of the work is no longer needed), roadstream may charge a scope-reduction charge to recover its preparation cost:

- (a) 30% of the value of the work removed from scope;
- (b) 50% of the value of the work removed from scope where the reduction was reasonably foreseeable by the Customer (for example where the Customer knew or ought to have known that equipment was already fitted); or
- (c) in each case plus any non-recoverable direct costs (such as hardware return-to-stock, sub-contractor reservations, and engineer time that cannot be redeployed).

5.4.6 The force majeure carve-out in Clause 5.4.3 applies equally to scope reductions arising from genuinely unexpected circumstances.

5.5 Faults, induction and operator error

5.5.1 Accurate fault reporting

When reporting a fault, the Customer must give roadstream accurate and reasonably complete information, including the symptoms, the duration of the issue, any previous related issues, any third-party work done on the equipment, and which specific equipment

is the subject of the call. Where the engineer's investigation shows that a reported fault was misdescribed, was not roadstream's equipment, was a pre-existing or undisclosed issue, or would have led roadstream to send different equipment or decline the call had it been described accurately, the Customer is liable for the call-out and any additional costs under Clause 7.7.

5.5.2 Site induction time

The Customer must disclose in advance any security induction, safety briefing, or clearance requirement that applies before work can begin (particularly at aviation, nuclear, and construction sites). roadstream may factor induction time into scheduling. The first 30 minutes of induction time on a visit is not chargeable; induction time beyond 30 minutes is chargeable at the engineer's hourly rate. Where unscheduled or unexpectedly long inductions make the planned work impractical, roadstream may reschedule without being in breach.

5.5.3 Operator error and driver training

The Customer must train its drivers and users in the correct operation of the Hardware and Services and must distribute roadstream's training materials (made available by roadstream) to them. Where a reported fault is found to result from operator error, misuse, or inadequate training rather than a malfunction of roadstream's equipment, roadstream may charge for the call-out under Clause 7.7.

6 Term, renewal and termination for convenience

6.1 Commencement

This Agreement begins on the Effective Date and continues until terminated in accordance with its terms.

6.2 Per-Device Minimum Term

Each Device has its own Minimum Term of 36 months from its Minimum Term Start Date, unless the Quote specifies a different duration for that Device. Each Device has an independent term clock.

6.3 Auto-renewal

After the Minimum Term for a Device expires, the Services for that Device continue automatically for rolling periods of three months each, unless terminated under Clause 6.4 or elsewhere in this Agreement.

6.4 Termination after the Minimum Term.

Either party may terminate the Services in respect of a Device, with effect from the end of the Minimum Term or the end of any subsequent rolling period, by giving at least three months' written notice. Notice that expires before the end of the Minimum Term takes effect at the end of the Minimum Term.

6.5 Early termination

Except as expressly permitted in this Agreement (including Clauses 19.5, 22.4, and the Customer's termination rights in Clause 19.4), the Customer may not terminate the Services for a Device before the end of its Minimum Term. Where the Customer purports to do so, or roadstream terminates for the Customer's default, the Customer remains liable for the Charges that would have fallen due for the remainder of the Minimum Term.

6.6 Other rights unaffected

This Clause does not limit either party's rights to suspend or terminate for default under Clause 19.

7 Charges, invoicing and payment

7.1 Charges

The Customer must pay the Charges set out in the Quote, as adjusted under Clause 8, together with any Additional Charges. Unless the Quote states otherwise, recurring Charges are payable per Device and begin on the Charging Start Date for that Device.

7.2 VAT

All Charges are exclusive of VAT, which the Customer must pay at the applicable rate on receipt of a valid VAT invoice.

7.3 Invoicing and payment terms.

roadstream invoices the Charges in accordance with the Quote (typically monthly or annually in advance for recurring Charges, and as incurred for Additional Charges). Unless the Quote states otherwise, invoices are payable within 30 days of the invoice date.

7.4 Payment method

The Customer must pay by the method specified by roadmap (such as direct debit or bank transfer). The Customer must keep its payment details current.

7.5 Late payment interest

roadstream is entitled to interest and compensation on overdue sums under the Late Payment of Commercial Debts (Interest) Act 1998. Interest accrues from the due date until payment, before and after judgment.

7.6 Late payment escalation

Without limiting any other right, where an invoice remains unpaid:

- (a) from 45 days past due, roadmap may suspend the Customer's administrative access to the Platform while operational access continues;
- (b) from 50 days past due, roadmap may suspend the Customer's access to the Platform in full;
- (c) from 55 days past due, roadmap may terminate this Agreement (in whole or for affected Devices) under Clause 19.3.

7.7 Additional Charges.

In addition to recurring Charges, roadmap may charge for:

- (a) engineer call-outs where the fault is not attributable to roadmap;
- (b) wasted appointments, late cancellations, and constructive cancellations (Clauses 5.4.1 to 5.4.4);
- (c) scope reductions on site (Clause 5.4.5) and scope additions or other non-standard work requested by the Customer;
- (d) reinstallation following Vehicle replacement, write-off, sale, or major repair;
- (e) out-of-hours work carried out at the Customer's request;
- (f) data use materially beyond the fair-use guidance in Clause 3.7;

- (g) site induction time over 30 minutes (Clause 5.5.2);
- (h) replacement of damaged or lost Hardware, including unreturned Scheme B Hardware (Clause 20);
- (i) customer-requested de-installation work at the end of the Services;
- (j) misdescribed faults (Clause 5.5.1) and operator-error call-outs (Clause 5.5.3); and
- (k) the reactivation fee in Clause 7.9.

7.8 Approval threshold and disputes

Before incurring Additional Charges expected to exceed £500 in any single matter, roadstream will seek the Customer's approval, except where immediate action is needed (for example to avoid harm or further loss) or where seeking approval would itself create wasted cost. The Customer may raise a good-faith dispute about any Additional Charge within 14 days of the relevant invoice, failing which the charge is treated as accepted.

7.9 Reactivation fee

Where the Services are reactivated following suspension for non-payment, a reactivation fee of £200 applies per suspension event.

7.10 No deduction

Clause 26 (No set-off) applies to all payments under this Agreement.

8 Annual price adjustment

8.1 Annual adjustment.

roadstream may increase the recurring Charges for each Device once a year, with effect from each anniversary of that Device's Install Date.

8.2 Adjustment formula.

The increase is the percentage change in CPIH over the most recent 12-month period for which figures are available, plus 3 percentage points, subject to a maximum increase of 7% in any year. The Charges will not decrease under this Clause.

8.3 Notice.

roadstream will give the Customer at least 60 days' written notice of an increase under this Clause before it takes effect.

8.4 Relationship with variation

An increase made within this Clause is not a material adverse change for the purposes of Clause 22 and does not give rise to a termination right.

9 Customer obligations and acceptable use

9.1 Acceptable use.

The Customer must, and must ensure its authorised users:

- (a) use the Services and Hardware only lawfully and only for the Customer's own business;
- (b) do not use them for private purposes or for the operations of any third party;
- (c) do not use them in any way that infringes the rights of any third party;

(d) do not upload, store, or transmit any unlawful, harassing, defamatory, or infringing content;

(e) do not interfere with or disrupt other customers' use of the Platform;

(f) do not introduce malware or any harmful code;

(g) do not attempt to gain unauthorised access to the Platform or any system or network connected to it; and

(h) do not scrape or systematically extract data from the Platform other than through the documented APIs.

9.2 Information accuracy

The Customer must provide true, accurate, and reasonably complete information about its Vehicles, drivers, sites, and operational factors, and must notify roadstream promptly of any material change.

9.3 API access and integrations

roadstream provides documented APIs for the Customer to access its data. Where the Customer integrates the Services with third-party systems (such as job management platforms), the Customer is responsible for that third-party system's behaviour, data protection compliance, and operational consequences. roadstream's responsibility ends at the API boundary, except where roadstream has expressly agreed in writing to maintain a particular integration as a Bespoke Service.

9.4 Specialised operating environments

Where the Customer operates in an environment with specific safety, security, or regulatory requirements (such as airside aviation locations, nuclear licensed sites, ports, or refineries), the Customer must:

(a) disclose the environment to roadstream in advance;

(b) obtain any authorisations or security clearances required for roadstream's personnel;

(c) provide reasonable cooperation with environment-specific compliance procedures; and

(d) pay any additional costs roadstream incurs in environment-specific compliance, under Clause 7.7.

9.5 Compliance and Cooperation

The Customer must comply with all laws applicable to its use of the Services and Hardware and with roadstream's reasonable instructions relating to their safe and proper use.

9.6 Non-solicitation

During the term and for six months after termination, neither party will directly or indirectly solicit or entice away, or employ or engage, any employee or contractor of the other who has been engaged in the provision or receipt of the Services, without the other party's prior written consent.

(a) This restriction does not prevent either party from making a general public advertisement not specifically targeted at the other party's personnel, or from employing or engaging a person who responds to such an advertisement or who approaches that party on their own initiative without being solicited.

- (b) If a party breaches this Clause, it will pay the other party, as a liquidated sum, an amount equal to six months' gross salary of the relevant employee (or six months of the relevant contractor's fees). The parties agree that this is a genuine and reasonable pre-estimate of the recruitment, training, and lost-productivity costs the non-breaching party would incur, and not a penalty.

10. Bespoke Services

10.1 Scope

roadstream may agree to provide services beyond the standard package, such as custom development, integrations, bespoke hardware development, consultancy, and training ("**Bespoke Services**"), and any deliverables produced ("**Deliverables**"). Bespoke Services are provided only under a written scope of work agreed by both parties before work begins.

10.2 Charging

Bespoke Services are charged on a fixed-price or time-and-materials basis as set out in the scope of work.

10.3 Payment structure

Unless the scope of work states otherwise, fixed-price Bespoke Services are payable 50% on commencement, 30% on delivery for acceptance testing, and 20% on acceptance or two weeks after delivery, whichever is earlier.

10.4 Acceptance testing

The Customer has 10 Business Days from delivery to test the Deliverables against the agreed acceptance criteria. If the Customer notifies roadmap of a material defect within that period, roadmap will correct it and re-submit for a further test period. If the Customer does not notify a material defect within the test period, or uses the Deliverables in its live operations, the Deliverables are deemed accepted.

10.5 Intellectual property

roadstream owns all Intellectual Property Rights in the Deliverables. roadmap grants the Customer a non-exclusive, non-transferable licence to use the Deliverables for its internal business purposes for as long as the relevant Services continue.

10.6 Reuse.

roadstream may incorporate the Deliverables, and any techniques, methods, or know-how developed in providing the Bespoke Services, into its standard Services and offer them to other customers, subject to its confidentiality obligations and any exclusivity period expressly agreed in the scope of work.

11 Service availability and limitations

11.1 Reasonable endeavours

roadstream uses reasonable endeavours to make the Platform available, but does not warrant that the Services will be uninterrupted or error-free. The Platform may be unavailable during maintenance or because of factors outside roadmap's control.

11.2 Permitted safety-related uses

The Platform and Hardware are designed to support the Customer's compliance with safety frameworks such as the Transport for London Direct Vision Standard, fleet safety management, and regulatory monitoring. These uses are permitted and supported.

11.3 Limitations on use.

The Services are not a primary safety-control system and are not designed or intended for use as such. In particular, the Customer must not rely on the Services:

- (a) for braking, steering, collision avoidance, or any other primary safety-control function;
- (b) in fault-tolerant or fail-safe applications where failure could lead to death, personal injury, or serious property or environmental damage; or
- (c) in aviation, nuclear reactor control, life-support, or weapons systems.

11.4 Customer responsibility for suitability

The Customer is responsible for assessing whether the Services are suitable for any particular safety-related use, and the Customer's statutory and regulatory safety duties remain with the Customer. Where roadstream's equipment is fitted to Vehicles operating in aviation, nuclear, or similar environments, the equipment is not itself a safety-critical system in those environments.

12 Intellectual property and footage

12.1 roadstream IP

All Intellectual Property Rights in the Platform, the Services, the Hardware design and firmware, and any related documentation belong to roadstream or its licensors. Nothing in this Agreement transfers any of those rights to the Customer.

12.2 Licence to the Customer

roadstream grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Platform and Services for its internal business purposes during the term, subject to this Agreement.

12.3 Customer data and material

The Customer retains all Intellectual Property Rights in the Customer Data and in any material it provides. The Customer grants roadstream a licence to use that material to the extent necessary to provide the Services and to exercise its rights under this Agreement.

12.4 Footage

"Footage" means video and image data captured by the Hardware in the course of providing the Services.

12.5 Marketing and product use of Footage

The Customer grants roadstream a non-exclusive, royalty-free, perpetual right to use Footage for roadstream's marketing, sales, and product-development purposes, subject to the following:

- (a) roadstream will anonymise the Footage before such use, including by obscuring faces, removing audio that identifies individuals, obscuring registration plates and customer branding, and removing location markers;

- (b) roadstream will not use Footage of significant incidents (such as fatal collisions or serious injury) for these purposes without the Customer's specific consent;
- (c) the Customer may request that specific, highly sensitive Footage not be used or be withdrawn, and roadstream will make reasonable efforts to comply, including reasonable retrospective effort;
- (d) no fee is payable to the Customer for this use; and
- (e) the Customer is responsible for ensuring that its driver and data subject notifications cover this use.

12.6 Feedback

roadstream may freely use any feedback or suggestions the Customer provides about the Services, without restriction or payment.

13 Data and aggregated data licence

13.1 Customer Data

As between the parties, Customer Data belongs to the Customer. roadstream processes Customer Data to provide the Services and as otherwise permitted by this Agreement, and (in respect of Personal Data) in accordance with Clause 14.

13.2 Security and backups

roadstream takes reasonable technical and organisational measures to protect Customer Data. The Customer is responsible for keeping its own records where it requires data beyond what the Platform retains.

13.3 Data hosting

roadstream hosts Customer Data in the United Kingdom. Where Customer Data is transferred outside the United Kingdom, roadstream applies appropriate safeguards in accordance with the Data Protection Laws.

13.4 Aggregated Data

roadstream may create aggregated and anonymised data derived from Customer Data and the data of its other customers ("**Aggregated Data**"), provided it does not identify the Customer or any individual. roadstream owns the Aggregated Data and may use, license, and exploit it on a perpetual, worldwide, non-exclusive, and sub-licensable basis. This right survives termination of this Agreement, and termination does not affect Aggregated Data already created.

13.5 Footage portability

The Hardware is configured for use with the Platform and is not generally portable to another provider's platform. roadstream is not obliged to provide configuration data, firmware, or other material that would enable cross-platform use of the Hardware.

14 Data protection

14.1 Roles

In relation to Personal Data processed through the Services, the Customer is the Controller and roadstream is the Processor. This includes Personal Data relating to the Customer's drivers, employees, and contractors; other individuals captured by the Hardware (such as

pedestrians, other road users, and members of the public visible in Footage); and any other individual whose Personal Data is included in the Customer Data.

14.2 Compliance

Each party will comply with the Data Protection Laws in respect of its role. Neither party will cause the other to breach the Data Protection Laws.

14.3 Customer's controller obligations

As Controller, the Customer is responsible for:

- (a) establishing a lawful basis for the processing;
- (b) providing the information required by Articles 13 and 14 of the UK GDPR to data subjects, and displaying any required signage;
- (c) carrying out any required data protection impact assessment, in particular for driver-facing cameras and any biometric processing;
- (d) responding to data subject rights requests; and
- (e) configuring the privacy controls in Clause 14.6 appropriately for its own data protection assessment.

14.4 Driver-facing cameras and biometric data

Where the Services include driver-facing camera Footage or biometric data, the Customer carries elevated responsibilities, including ensuring its lawful basis is demonstrably proportionate, completing a data protection impact assessment, clearly informing drivers, and limiting access to authorised personnel with a legitimate need.

14.5 Audio recording default off

roadstream's default Hardware configuration does not include audio recording. Audio recording is provided only on the Customer's express request, documented in the Quote. Where audio is included, the Customer is responsible for establishing a specific lawful basis for audio processing (distinct from its video lawful basis), providing specific driver notification covering audio, completing a data protection impact assessment covering audio capture, and configuring audio to operate only where necessary (for example during event recordings rather than continuously).

14.6 Privacy controls

The Platform provides configurable controls to support proportionate use of in-vehicle cameras, including the ability to disable video recording when the Vehicle ignition is off (configurable per camera channel) and to disable live video viewing for specific camera channels while preserving recording for incident investigation, together with any other controls roadmap may add. roadmap provides these tools; the Customer is responsible for choosing and applying the configuration appropriate to its assessment, and the default configuration may not suit every Customer.

14.7 Sub-processors

The Customer gives a general authorisation for roadmap to engage sub-processors. roadmap maintains a list of sub-processors, available to the Customer on request, and will inform the Customer of intended changes so that the Customer may object on reasonable grounds.

15 Confidentiality

15.1 Confidential Information

“Confidential Information” means any information disclosed by one party to the other that is marked or would reasonably be understood to be confidential, including the terms of any Quote, the Platform, pricing, and each party’s business, technical, and financial information.

15.2 Obligations

Each party must keep the other’s Confidential Information confidential, use it only for the purposes of this Agreement, and disclose it only to those of its personnel and advisers who need it and who are bound by equivalent obligations.

15.3 Exceptions

Confidential Information does not include information that is or becomes public through no breach of this Agreement, was lawfully known before disclosure, is independently developed, or is lawfully received from a third party. A party may disclose Confidential Information where required by law or a regulator, giving reasonable prior notice where lawful.

15.4 Survival

This Clause survives termination for five years, except in respect of trade secrets, which remain protected for as long as they retain that status.

16 Warranties

16.1 Mutual warranties

Each party warrants that it has the authority to enter into and perform this Agreement.

16.2 Services warranty

roadstream warrants that it will provide the Services with reasonable care and skill.

16.3 Hardware warranty

roadstream warrants that the Hardware will be free from material defects in materials and workmanship for 12 months from the Install Date (the “**Warranty Period**”). roadmap’s sole obligation under this warranty is, at its option, to repair or replace defective Hardware.

16.4 Warranty exclusions

The warranties in this Clause do not apply to defects or faults caused by accident, misuse, neglect, unauthorised modification or repair, installation not carried out by roadmap (Clause 5.3), operator error, failure to follow instructions, or any cause outside roadmap’s reasonable control.

16.5 Goodwill hardware replacement

Beyond the Warranty Period, replacement of faulty Hardware is chargeable in accordance with Clause 7.7. roadmap may, at its sole discretion and as a matter of goodwill, waive or reduce those charges in particular cases. Any such goodwill decision will be made on a case-by-case basis, will not create any contractual entitlement and will not establish any precedent for any future case.

16.6 Exclusion of implied terms

Except as expressly set out in this Agreement, and subject to Clause 17, all warranties, conditions, and terms implied by statute or common law are excluded to the fullest extent permitted by law.

17. Limitation of liability

17.1 Non-excludable liability

Nothing in this Agreement limits or excludes either party's liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation, any liability under section 2(3) of the Consumer Protection Act 1987 or any other liability that cannot lawfully be limited or excluded.

17.2 Excluded losses

Subject to Clause 17.1, neither party is liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: indirect or consequential loss; loss of profit, revenue, business, anticipated savings, goodwill, or opportunity; loss or corruption of data beyond what can be restored from the most recent available backup; or pure economic loss not arising from the affected Services.

17.3 General liability cap

Subject to Clauses 17.1 and 17.4, each party's total liability arising out of or in connection with this Agreement in any 12-month period is limited to an amount equal to the Charges paid for the affected Services in the 12 months before the event giving rise to the liability, subject to a minimum of £25,000 and a maximum of £900,000.

17.4 Data protection liability cap

Subject to Clause 17.1, the total aggregate liability of roadstream for all claims arising out of or in connection with the processing of Personal Data, or any breach of the Data Protection Laws or Clause 14, is limited to £250,000 in the aggregate in any 12-month period. This cap is separate from, and not additional to amounts recoverable under, the general cap in Clause 17.3, and is aligned with roadstream's cyber and data insurance limit.

17.5 Single cap per category

The caps in Clauses 17.3 and 17.4 apply to the aggregate of all claims in the relevant category in the relevant period, and not separately to each claim.

17.6 Customer responsibility

roadstream is not liable for any loss arising from the Customer's breach of this Agreement, the Customer's use of the Services contrary to Clause 11, inaccurate or incomplete information provided by the Customer, or matters that are the Customer's responsibility under this Agreement.

17.7 Insurance alignment

The Customer acknowledges that the caps and exclusions in this Clause are reasonable, having regard to the Charges, the allocation of risk between the parties, the availability of insurance to each party, and roadstream's insurance position. The parties have negotiated and agreed these provisions as fair and reasonable for the purposes of the Unfair Contract Terms Act 1977.

18. Indemnities

18.1 Customer indemnity.

The Customer indemnifies roadstream against all liabilities, losses, damages, costs, and expenses (including reasonable legal costs) arising out of or in connection with:

- (a) the Customer's use of the Services or Hardware in breach of this Agreement;
- (b) any failure by the Customer to meet its obligations as Controller under the Data Protection Laws, including against its own personnel and against other individuals whose Personal Data it processes;
- (c) any breach of the Customer's warranties or other obligations under this Agreement;
- (d) any failure by the Customer to obtain required consents, authorisations, or clearances;
- (e) any damage caused by the Customer, its personnel, or its contractors;
- (f) the operation of the Vehicles;
- (g) the Customer's breach of any applicable law or regulatory requirement; and
- (h) harm caused by Customer-provided equipment (Clause 5.2.6).

18.2 Customer IP indemnity

The Customer indemnifies roadstream against all liabilities, losses, damages, costs, and expenses arising from any claim that material, data, or intellectual property supplied or made available by the Customer infringes the rights of any third party. This indemnity is not subject to the liability caps in Clause 17, because the underlying risk is wholly within the Customer's control.

18.3 Cap on other indemnities.

Except for the indemnity in Clause 18.2, the Customer's indemnities are subject to the liability caps in Clause 17.

18.4 roadstream IP indemnity

roadstream indemnifies the Customer against all liabilities, losses, damages, costs, and expenses arising from any claim that the Customer's permitted use of the Platform infringes a third party's Intellectual Property Rights, subject to Clause 18.5 and to the liability caps in Clause 17.

18.5 Indemnity conditions

The party seeking indemnity must promptly notify the other of the claim, make no admission or settlement without the indemnifying party's consent, allow the indemnifying party to conduct the defence and settlement of the claim, and give reasonable cooperation at the indemnifying party's cost.

19 Suspension and termination for default

19.1 Suspension grounds.

roadstream may suspend the Services (in whole or in part, and for one or more Devices) where:

- (a) the Customer is in payment default, in accordance with the escalation in Clause 7.6;
- (b) the Customer is in material breach that is capable of remedy and has not remedied it within 30 days of written notice;
- (c) there is an immediate risk of harm to persons, property, or systems (in which case suspension may be without notice);
- (d) suspension is required to comply with a legal or regulatory requirement; or
- (e) the Customer's personnel breach the treatment-of-personnel obligations in Clause 5.2.4.

19.2 Effect of suspension

Suspension does not relieve the Customer of its obligation to pay Charges. roadmap will restore the Services promptly once the grounds for suspension have ended, subject to payment of any reactivation fee under Clause 7.9.

19.3 Termination by roadmap

roadstream may terminate this Agreement (in whole or for affected Devices) by written notice where:

- (a) the Customer is in material breach that is incapable of remedy, or that the Customer fails to remedy within 30 days of written notice;
- (b) the Customer is in payment default 55 or more days past due;
- (c) the Customer commits repeated breaches showing a persistent failure to comply;
- (d) an Insolvency Event occurs in relation to the Customer;
- (e) the Customer's personnel are in serious breach of the treatment-of-personnel obligations in Clause 5.2.4;
- (f) the Customer has engaged in fraudulent conduct;
- (g) continued performance becomes unlawful;
- (h) the Customer is in serious breach of the acceptable use provisions in Clause 9.1; or
- (i) there is an adverse change of control of the Customer within Clause 23.6.

19.4 Termination by the Customer

The Customer may terminate this Agreement by written notice where:

- (a) roadmap is in material breach that is incapable of remedy, or that roadmap fails to remedy within 30 days of written notice;
- (b) an Insolvency Event occurs in relation to roadmap;
- (c) roadmap commits a material breach of the Data Protection Laws or Clause 14 that causes significant harm to data subjects; or

- (d) roadstream makes a material adverse variation of these terms and the Customer exercises its right to terminate under Clause 22.4.

19.5 Termination on adverse variation

Where the Customer terminates under Clause 22.4 because of a material adverse variation, no early termination liability arises under Clause 6.5.

19.6 Insolvency Event

An “Insolvency Event” means a party suspending or ceasing to carry on business, being unable to pay its debts, entering into a compromise with creditors, having an administrator, receiver, or liquidator appointed, passing a resolution or having an order made for its winding up (other than for solvent restructuring), or any equivalent event in any jurisdiction.

20 Effect of termination

20.1 Cessation of Services

On termination of the Services for a Device, roadstream stops providing those Services and the Customer’s right to use the Platform in respect of that Device ends.

20.2 Accrued rights.

Termination does not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination, including the right to be paid for Services and Hardware supplied.

20.3 Hardware return (Scheme B)

The Customer must return Scheme B Hardware within 30 days of termination. The Customer may choose one of the following return options:

- (a) an incoming supplier de-installs and returns the Hardware;
- (b) the Customer de-installs and returns the Hardware itself; or
- (c) roadstream attends to de-install and recover the Hardware, at the Customer’s cost under Clause 7.7.

20.4 Unreturned Hardware

Where Scheme B Hardware is not returned within 30 days, roadstream may invoice the Customer for its replacement value. roadstream may, at its discretion, waive return or replacement charges in particular cases as a matter of goodwill.

20.5 Hardware portability

Clause 13.5 (footage and hardware portability) continues to apply on termination.

20.6 Customer Data run-off.

For 30 days after termination, roadstream provides the Customer with read-only access to enable the Customer to extract its Customer Data. After that run-off period, roadstream may delete the Customer Data, subject to any legal retention requirement and to Clause 20.7.

20.7 Aggregated Data

Termination does not affect Aggregated Data, which roadstream may continue to use in accordance with Clause 13.4.

20.8 Survival

Any provision of this Agreement that expressly or by implication is intended to continue after termination does so, including Clauses 1, 7 (in respect of accrued sums), 12, 13.4, 13.5, 14 (in respect of completed processing), 15, 17, 18, 20, 24, 25, 26, 27, 28, 29, and 30.

21 Force majeure

21.1 Force Majeure Event

A “Force Majeure Event” means any event beyond a party’s reasonable control, including act of God, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, industrial action (other than involving that party’s own workforce), failure of utilities or telecommunications or mobile networks, and the act or default of any government or regulator.

21.2 Effect.

A party is not in breach of this Agreement, and is not liable, for any delay or failure to perform caused by a Force Majeure Event, provided it notifies the other party and uses reasonable efforts to mitigate. Payment obligations are not suspended by a Force Majeure Event.

21.3 Prolonged event.

Where a Force Majeure Event continues for more than 60 days, either party may terminate the affected Services by written notice.

22 Variation

22.1 Variation of these terms

roadstream may vary these terms from time to time by publishing an updated version at roadstream.io/terms and giving the Customer at least 30 days’ written notice before the change takes effect.

22.2 Routine changes

The following are not material adverse changes and do not give rise to a termination right: price increases within the cap in Clause 8; changes required by law or regulation; and routine updates to the Platform.

22.3 Material adverse change

A variation is a “material adverse change” where it materially reduces the Customer’s rights or materially increases the Customer’s obligations, other than a routine change under Clause 22.2.

22.4 Customer’s right to reject

Where roadmap makes a material adverse change, the Customer may terminate the affected Services by written notice given before the change takes effect, without incurring early termination liability under Clause 6.5. If the Customer does not terminate before the change takes effect, the Customer is treated as having accepted it.

22.5 Negotiated variations

Any other variation of the Agreement (including a Quote-specific variation) is effective only if agreed in writing by both parties.

23 Assignment, novation and sub-contracting

23.1 roadstream's rights.

roadstream may assign or novate this Agreement (in whole or in part), without the Customer's consent, in any of the following cases:

- (a) the sale or transfer of all or substantially all of roadstream's business or assets;
- (b) a transfer to a group company or successor entity; or
- (c) sub-contracting of its obligations, in which case roadstream remains responsible for the performance of this Agreement.

23.2 Notice

roadstream will notify the Customer of any assignment or novation.

23.3 Continuity protections

On any assignment or novation by roadstream: the assignee or transferee assumes the same terms; the Customer's rights are not reduced; data protection compliance is maintained; and sub-processor protections are transferred.

23.4 Customer objection

Where an assignment or novation by roadstream is materially adverse to the Customer (for example because the assignee is a direct competitor of the Customer, or cannot provide equivalent services), the Customer may object on reasonable grounds. If the objection cannot be resolved within a reasonable time, the Customer may terminate the affected Services by written notice.

23.5 Customer's assignment

The Customer may not assign, novate, or otherwise transfer this Agreement or any of its rights or obligations without roadstream's prior written consent, which will not be unreasonably withheld.

23.6 Change of control of the Customer

roadstream may terminate this Agreement under Clause 19.3 where a change of control of the Customer occurs and the new controlling entity is a competitor of roadstream, is subject to international sanctions, has previously been in dispute with roadstream, or where there is other reasonable commercial cause.

24 Notices

24.1 Form.

Notices under this Agreement must be in writing. Notices may be sent by email to the address each party has notified for that purpose, or by post or hand to the relevant registered office or principal place of business.

24.2 Deemed receipt.

A notice is deemed received: if by email, at the time of sending (provided no delivery failure is received), or at 9am on the next Business Day if sent outside business hours; if by hand, on delivery; if by post, at 9am on the second Business Day after posting.

25 Third party rights

- 25.1** Except as set out in Clause 5.2.5 (engineer enforcement rights), a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The consent of any third party is not required to vary or rescind this Agreement.

26 No set-off

- 26.1** The Customer must pay all sums due under this Agreement in full and without any set-off, counterclaim, deduction, or withholding, except as required by law.
- 26.2** Disputed sums. Where the Customer disputes an invoiced sum in good faith, it must pay the undisputed part by the due date and may withhold the disputed part pending resolution, provided it notifies roadstream of the dispute and the grounds for it within 14 days of the invoice and cooperates to resolve it promptly. This Clause does not entitle the Customer to withhold sums other than the genuinely disputed amount.

27 Entire agreement

- 27.1** This Agreement is the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, representations, and understandings.
- 27.2** Each party agrees that it has not relied on any statement, representation, or warranty that is not set out in this Agreement. Nothing in this Clause limits liability for fraud or fraudulent misrepresentation.

28 Severability

- 28.1** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it is to be treated as modified to the minimum extent necessary to make it valid, or, if that is not possible, deleted. The remaining provisions continue in force.

29 Waiver

- 29.1** No failure or delay by a party in exercising any right or remedy is a waiver of it, and no single or partial exercise prevents any further exercise. A waiver is effective only if in writing.

30 Governing law and jurisdiction

- 30.1** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims), is governed by and construed in accordance with the law of England and Wales.
- 30.2** The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.