

TRACKING SOLUTION AGREEMENT

This Tracking Solution Agreement (“Agreement”) is entered into immediately upon acceptance of its terms and conditions by you, or immediately upon your use of the Solution, as defined below, and is between you and Spireon, Inc. (“Company”).

1. **Program.** You have agreed to purchase a Solution from Sprint Solutions, Inc. (“Sprint”) pursuant to an agreement with Sprint (“Sprint Agreement”) or you have agreed to evaluate a Solution from Sprint pursuant to the Sprint Wireless Try-Buy program Agreement – Third Party Devices between you, Sprint and Company (“Try-Buy Agreement”) for the purpose of tracking Monitored Vehicles, as defined below. The “Solution” consists of the products identified on the order you placed with Sprint for the Solution (“Products”), wireless data services provided by Sprint (“Data Access Service”), and the ability to receive Monitored Vehicle Information (as defined below), which you can access and control through the Company’s website (“Website”). To the extent the Solution you are purchasing are Geotab products, then you agree to be bound by the terms and conditions of the Telematic End User Terms and attachments thereto for those Geotab products, in addition to the terms of this Agreement. As addressed in the Sprint Agreement, you are required to pay certain upfront fees and monthly fees to Sprint for the Solution. In order for Company to provide the Solution to you, and to grant you access to the Monitored Vehicle Information, Company requires your agreement to the terms and conditions of this Agreement. The term for each Solution is three (3) years, unless you have entered into a Try-Buy Agreement in which case the term for each Solution is 30 days (“Solution Term”), unless another term is agreed to in writing by Company or until terminated as specified herein. Company has agreed to provide you with the Products to be used in the Solution. Title to the Products remains with Company at all times. When the Solution Term for each Product ends for any reason, you must return the Product to Company within 30 days of the expiration or cancellation of the Solution Term. If Company sends you a new Product as a result of Company issuing you a RA#, as defined in Section 19, then you must return the old Product within 30 days of receiving the new Product. If you do not return the Product as required in this Section you shall owe Company the amount indicated in the Try-Buy Agreement or, if you entered into a Sprint Agreement, the current fair market value for each Product not returned.

2. **Monitored Vehicle.** “Monitored Vehicle Information” means, collectively, location, operation and other information (including, without limitation, the location of the Monitored Vehicle (as defined below)), notifications of when the Monitored Vehicle goes into motion and such other information concerning the location or operation of the Monitored Vehicle as Company may elect to provide to you in its sole and absolute discretion from time to time. Monitored Vehicle Information will only be available for a vehicle on which the Product is properly installed and is properly registered (the “Monitored Vehicle”) and will only be provided through the Website or using such other means as Company may elect from time to time.

3. **Payment for Installation, Shipping, Service.** Unless you entered into a Try-Buy Agreement, you will receive an invoice from Company for any installation or shipping charges that are not covered by the fees you pay to Sprint for the Solution. If you purchased a Solution from Sprint that includes installation, you agree that Company shall bill you directly for installation charges, according to Company’s standard fees for installation, if (i) only one Product is installed on a particular installation trip, (ii) you miss an installation appointment and a return trip is required, or (iii) you require options beyond basic installation. If you request expedited shipping, Company shall bill you directly for expedited shipping according to Company’s standard fees for shipping. Company provides a warranty for the repair or replacement of the Product as specified in this Agreement. If you require service on the Product which is not covered by the warranty then you agree to pay for such service directly to Company. If you have not paid all sums due Company in accordance with the terms hereof, a monthly finance charge equal to the lesser of (a) 1.5% per month or (b) the highest amount permitted by law shall accrue and be payable each month until paid in full. Furthermore, upon your failure to make payment in accordance with the terms hereof, a late fee of ten percent (10%) of the amount past due shall be due and payable by you with respect to each such late payment. The waiver

of a finance charge, late fee or any portion thereof shall not be deemed to be a waiver of any future finance charges or late fees. You shall be liable to Company for any and all costs and expenses incurred by Company, including without limitation attorneys' fees and expenses, in collection of any past due amounts hereunder.

4. **Limited Software License.** Company grants to you a nonexclusive, nontransferable license to use the software loaded on the Product solely for the purpose of enabling Company to provide the Solution described herein with respect to the Product. This limited software license will automatically terminate upon termination of the Solution. You shall not modify, reverse engineer, decompile or disassemble any licensed software.

5. **No Solution Warranty.** Company does not make any warranty with respect to the Solution, except for the Product warranty specified in this Agreement, and Company does not make any warranty under this Agreement except as specifically stated herein. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED. You assume all risk for loss of or damage to the Monitored Vehicle and its contents and for personal injury to persons occupying or affected by your Monitored Vehicle, and Company shall have no liability of any kind or nature to you therefor. You agree that neither Company nor any other party has made any representations or warranties, nor have you relied on any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the Solution. You acknowledge that no affirmation of fact or statement (whether written or oral) made by Company, its representatives, a reseller or any other party outside of this Agreement with respect to the Solution shall be deemed to create any express or implied warranty on the part of Company, its representatives, or a reseller.

6. **Installation.** If installation services are included with the Solution you purchased from Sprint, Company shall install the Products on your vehicles as requested by you (the "Installation Services"). If you elect not to use Installation Services from Company when such Installation Services were included with the Solution you purchased, then the Limited Product Warranty provided in Section 19 is void and the Limited Installation Warranty provided in Section 20 does not apply. If you install the Product or have the Product installed the Product must be installed strictly as provided in the installation guide supplied with the Product and you are responsible for obtaining the proper installation of the Product in the Monitored Vehicle in accordance with this Section. **YOU UNDERSTAND AND AGREE THAT COMPANY IS NOT RESPONSIBLE FOR, SHALL HAVE NO OBLIGATIONS WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR, A PRODUCT NOT INSTALLED IN ACCORDANCE WITH THIS SECTION.**

7. **Limitations, Exclusions & Disclaimers.** You agree that the liability of Company, Sprint, and any third party CSC (as defined below) is limited in accordance with, and Company, Sprint, and any third party CSC may invoke, the provisions of this Section.

(a) **Limitation of Liability.** Company shall not be liable to you or any other person for any general, direct, special, incidental, lost profits, exemplary, punitive or consequential damages in connection with the Products or Solution, including, without limitation, loss of profit or revenues, loss of use, loss of data, incorrect or corrupted data, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime cost, or claims of you for such damages, even if Company knew of or should have known of the possibility of such damages. Without limiting the foregoing or any other limitation of liability herein, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, your exclusive remedy and the total liability of Company or any supplier of services to Company for any claims arising in any way in connection with or related to this Agreement, for any cause whatsoever, including, but not limited to, any failure or disruption of the services, shall not exceed the price paid to Company allocable to the specific Products or Solution on which such claim is based. Company shall have no liability whatsoever to you for any claims of patent, copyright, or other intellectual property right infringement or misappropriation of trade secrets, made against you incident to the purchase or use of

Products or Solution. Some states may not allow limitations of special, incidental, consequential, or exemplary damages, and the limitations specified herein may not apply to you.

(b) Company Not An Insurer- Company is not an insurer and you must obtain from an insurer any insurance you desire. The amount you pay for the Solution is based upon the Solution you purchased from Sprint and the limited liability Company assumes under this Agreement and is unrelated to the value of your property, any vehicle in which a Product is installed or any property located in any vehicle in which a Product is installed. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against Company that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

(c) Time To File Lawsuit Or Other Action - You agree to file any lawsuit or other action you may have against Company or Company's agents, employees, subsidiaries, affiliates or parent companies within one (1) year from the date of the event that caused the loss, damage or liability.

(d) GPS and Cellular Limitations. The Product receives signals from the Global Positioning Satellite ("GPS") system and transmits signals to, and receives signals from, a Company or a third party Customer Service Center ("CSC"). You understand that the Product installed in the Monitored Vehicle uses cellular telephone technology as the transmission mode for sending signals to the CSC. The Solution is available to you only within the United States and Canada only when the Product is within the operating range of Sprint. The Solution may be temporarily refused, interrupted, curtailed, limited or discontinued, without liability to Company or Sprint, due to many conditions, including: (a) wireless transmission capacity limitations and cellular telephone network capacity limitations; (b) atmospheric, terrain and geographic conditions; (c) other natural or artificial environment conditions beyond Company's control; (d) limitations of the electrical system design and architecture of your Product; (e) the condition of the Product (for example, the Product will not function if its power supply is not available as when, for example, the unit is not connected to a live power source, or if essential Product components are damaged (accidentally or otherwise)); (f) government regulations or limitations; (g) restrictions by Sprint (for example, wireless carrier equipment limitations and inter-carrier roaming agreements); (h) usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities for the cellular telephone network; (i) Company's efforts to combat fraudulent use; and (j) other legitimate business and operational reasons. Global positioning capabilities used for some location-based services are not available if satellite signals are obstructed; you must be outside with a clear line of sight between you and the satellites. You understand that the Product's usage of the GPS system and the cellular telephone network are fundamental to the Solution. You understand that due to the very nature of cellular telephone, network and GPS technologies, there will be times when (1) the Product is unable to secure, maintain or transmit signals, or (2) the information transmitted is not reliable, and thus, Company will be unable to receive such signals. You also understand that Company does not receive signals when the transmission mode is or becomes non-operational and that signals from the Product cannot be received by Company when the Product is damaged, does not have an adequate power source or is otherwise non-operational. Accordingly, you agree that Company shall not, in any way, be liable for, or have responsibility with respect to, the GPS system, the cellular telephone network, any of the information obtained therefrom, or for interruptions in service for any reason whatsoever. You further acknowledge and agree that Company shall not have any liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency or other conditions beyond Company's control, including, without limit, due to strikes, riots, floods, fires or acts of God. You acknowledge that the use of radio frequencies and cellular devices, including those provided by Company to you under this Agreement, are strictly controlled and limited by the Federal Communications Commission ("FCC") and other governmental authorities which, from time to time have jurisdiction, and that changes in rules, regulations and policies may necessitate discontinuing such transmission devices by Company or Sprint at Company's or Sprint's option. In no event shall Company or Sprint be liable for any cost, delay, failure or disruption

of the Data Access Service, lost profits, or incidental, special, punitive, exemplary or consequential damages.

8. **Privacy Disclosures.** You agree to provide any and all disclosures to each owner or operator of a Monitored Vehicle and to take any and all actions as may be necessary to comply with all laws (whether statutory, under common law or otherwise), rules or regulations applicable to use of the Solution and the installation of the Product in the Monitored Vehicle. Without limiting the generality of the foregoing, you agree to provide full and adequate advance written disclosure to each owner or operator of a Monitored Vehicle that the Product is installed in such vehicle. Further, if applicable you agree to provide full and adequate advance written disclosure (a) that Company will be providing the Solution to you respecting such Product, and (b) regarding the nature and extent of the Solution being provided by Company to you respecting such Product (e.g., that you are able to determine the precise location of the Monitored Vehicle at any time and, if applicable, that you have the ability to lock the doors or disable, the ignition system of the Monitored Vehicle at any time). Neither you nor any of your employees, agents, or representatives, directly or indirectly, will use the Product or Solution for unlawful or otherwise improper purposes, including, without limitation, monitoring the location of the Monitored Vehicle or disabling the Monitored Vehicle for any purpose other than for a legitimate business purpose.

9. **Term.** The term of this Agreement shall begin immediately upon your acceptance of the Agreement and shall continue until the expiration of all of the Solution Term for Solutions purchased by you or for you or until terminated as specified herein.

10. **Termination or Discontinuance.** This Agreement or the Solution may be terminated at the option of Company at any time upon the occurrence of any of the following events: (a) your default under or failure to perform as required by this Agreement; (b) your default in payment of any monies due under this Agreement; (c) your default in payment of any monies due to a reseller or agent of the Products or Solution; (d) IF YOU OBTAINED PRODUCT OR SOLUTION THROUGH ANOTHER BUSINESS OR PERSON, THE DEFAULT IN PAYMENT OF ANY MONIES DUE TO COMPANY FROM SUCH BUSINESS OR PERSON; (e) the termination of the Sprint Agreement or Try-Buy Agreement; (f) destruction of or substantial damage to the CSC's so as to make it impractical for Company to continue to provide signal receiving and notification services under this Agreement; (g) failure of the Product, the GPS system or the cellular telephone networks for the transmission of signals between the Product and the CSC's to function in accordance with Company's expectations; (h) unavailability of, or inability of, Company either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the CSC's, Sprint and the PSAP's, police agencies or other service providers; (i) your failure to follow the operating instructions provided at the time the Product is installed into a Monitored Vehicle; (j) your failure to follow any recommendations Company may make for the repair or replacement of a defective part of a Product; (k) if a Monitored Vehicle is so modified or altered after installation of the Product as to render continuation of the Solution impractical; (l) in the event any governmental regulations or limitations necessitate the discontinuance of the Solution or any component thereof as determined by Company in its sole discretion; (m) your default, failure to pay any monies due or perform any obligation under any other agreement between you and Company; or (n) termination of Company's agreement with Sprint. In the event this Agreement is terminated by Company under this provision, Company shall not be liable for any damages or subject to any penalty as a result of such termination. In addition to Company having the option to terminate this Agreement, upon the occurrence of any of the events set forth in this Section, Company shall also have the option to discontinue the Solution until the event resulting in such discontinuance is cured by you or otherwise remedied in Company's sole and absolute opinion, and other than discontinuances which are not the result of any act or omission by you, you shall remain liable for any and all fees applicable to the Solution for such period of discontinuance. Upon termination you must return the Product or owe Company the fees specified in Section 1.

11. **Wireless Carrier.** Company has contracted with Sprint in order to provide the Solution. You acknowledge and agree that the Solution may be temporarily suspended or permanently terminated upon

little or no notice in the event that Company's agreement with Sprint is terminated. You waive any and all claims against Sprint and Company for such suspension or termination.

12. **Indemnification.** You agree to indemnify, defend and hold Company, Sprint, and the officers, directors, employees, agents, contractors, subsidiaries, affiliates or parent companies of each of them (each an "Indemnified Person") harmless from any loss, cost, expense (including attorney's fees, expert's fees, and expenses), demand, claim, liability, damages or cause of action of any kind or character (collectively referred to as "Claim"), in any manner arising out of or relating to your use of, or your officers, directors, employees, agents, assigns, invitees or other users using, the Product(s), whether authorized or not, including without limitation, Claims for (a) any personal injury or death; (b) violating or otherwise breaching any provision of this Agreement; (c) acts or omissions in the conduct of your business, including, without limitation, the marketing or sale of the Solution or any component thereof; (d) statements, representations, warranties or other conduct in connection with any transaction involving the Solution or any component thereof, other than as expressly provided to you by Company and Sprint or otherwise expressly authorized by Company and Sprint in writing; and (e) negligence, recklessness or intentional misconduct. You further agree to indemnify, defend and hold each Indemnified Person harmless from any Claim, including without limitation, for any personal injury or death, in any manner arising out of or relating to (i) the provision, failure, or use of the Products or the Solution, including, without limitation, the compliance with any and all laws (whether statutory, under common law or otherwise), rules or regulations applicable to the use of the Products or Solution; (ii) the inability to use the Solution or the Product; (iii) the installation of the Product in the Monitored Vehicle; and (iv) Company's or Sprint's refusal to provide the Solution because you or any other user has (A) not paid monies due for the Solution, or (B) violated any provision of this Agreement. These obligations will apply even if such lawsuit or other claim arises out of an Indemnified Person's negligence, gross negligence, failure to perform duties under this Agreement, strict liability, failure to comply with any applicable law, or other fault. This provision shall survive the termination of this Agreement.

13. **Website.** You acknowledge and agree that the Monitored Vehicle Information provided by Company are accessed by you in part through the Website. You accept and agree to comply with the Terms of Use, Privacy Policy and copyright and trademark notices of Company posted on the Website and in effect from time to time. You acknowledge and agree that, because the Solution is provided in part through the Website, it is necessary for you to have computer equipment and an internet connection that meets minimum specifications published by Company from time to time on the Website, and you acknowledge and agree to periodically update your computer equipment or internet connection to meet such minimum specifications. You acknowledge that your access to the Solution may be interrupted due to (a) Website downtime for scheduled maintenance at Company's sole discretion, or (b) interruptions in internet connectivity or other Website downtime caused by circumstances beyond Company's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, delays involving hardware or software not within Company's control, network intrusions, or denial of service attacks. You agree that Company shall not, in any way, be liable for, or have responsibility with respect to, any such Solution interruptions.

14. **Username and Password.** During the registration process for your Product you created a user name and password that allows you to have access to the Solution through the Website. You will not provide your user name or password to access the Solution to any other person or entity, or allow any other person or entity to access the Solution provided to you under your user name and password. You agree that you are solely responsible for any actions that occur under your user name and password. In the event that your user name and password become known by a third party, you agree to notify Company immediately.

15. **Assignment.** This Agreement is not assignable by you except upon the prior written consent of Company. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract its obligations under this Agreement, in whole or in part, without notice to you, and upon such assignment, Company shall be released from all liability hereunder.

16. **Notices.** Except as specifically provided in this Agreement, all notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier service or first class mail postage prepaid, at the parties' addresses set forth herein or at such other address(es) as shall be specified in writing by such party to the other party in accordance with the terms and conditions of this Section. All notices shall be deemed effective upon personal delivery, or one business day following deposit with any overnight courier service, or three business days following deposit with the U.S. Postal System, first class postage attached, in accordance with this Section. Notices for you shall be sent to the address you provide to Company upon registration of the Product. Notices for Company shall be sent to 9724 Kingston Pike, Suite 800, Knoxville, Tennessee 37922.

17. **Governing Law; Forum; Costs and Expenses.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee, without regard to the choice of law provisions thereof. The parties further expressly consent and agree that the sole and exclusive jurisdiction and venue for any actions concerning the enforcement, construction or interpretation of this Agreement shall be in the Chancery Court of Knox County, Tennessee, or in the Federal District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee. The prevailing party in any action arising out of or concerning this Agreement shall be entitled to reimbursement by the other party of its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorney's fees and court costs incurred in connection with any such matter.

18. **Release of Information.** Company may disclose, and you authorize disclosure of, information gathered from your use of the Solution if disclosure is made pursuant to any court order, subpoena, discovery demand, or request therefore by any law enforcement agency. Company may use any information gathered from your use of the Solution in any manner that Company chooses, including but not limited to selling such information to third parties, as long as, such information does not personally identify you, a Monitored Vehicle, or the owner or operator of a Monitored Vehicle.

19. **Limited Product Warranty** – Company hereby warrants (“Limited Warranty”) only to the entity or individual that first activates the Product and not to any third party, that the Product will be free from defects in workmanship and materials for the Solution Term (“Limited Warranty Period”). The Limited Warranty does not apply to Products installed by anyone other than Company when Installations Services are included with the Solution you purchased from Sprint, normal wear and tear, damage to the Product caused by tampering, misuse, accident, abuse, neglect, improper installation, misapplication, alteration of any kind, disaster, defects due to repairs or modifications made by anyone other than Company or an authorized service representative of Company, physical damage of any nature whatsoever to the Product, including any opening or attempted opening of the Product, or reception problems caused by signal conditions or cable or antenna systems outside the Product. **THE REPAIR OR REPLACEMENT OF THE PRODUCT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY. THE SOFTWARE LOADED ON THE PRODUCT IS PROVIDED “AS IS” WITHOUT WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR FOR ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD REASONABLY HAVE BEEN FORESEEN BY COMPANY.** However, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. THE TERM OF ANY IMPLIED WARRANTIES**

THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW SHALL BE LIMITED TO THE DURATION OF THE FOREGOING LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. You agree that neither Company nor any other party has made any representations or warranties, nor have you relied on any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the Products. You acknowledge that no affirmation of fact or statement (whether written or oral) made by Company, its representatives, a reseller or any other party outside of this Agreement with respect to the Products shall be deemed to create any express or implied warranty on the part of Company, its representatives, or a reseller. To obtain warranty service, contact the Customer Service Department using the support number located within the installation guide for the Product. Provide them with the ESN (Equipment Serial Number) for each Product, for warranty coverage verification. Upon verification of coverage, an RA# will be issued and provided to you by Company via fax, email, or over the telephone. Package Product(s) and send to Company, as specified by Company, with the RA# clearly written on the outside of each package (returns without an RA# will be rejected) and ship to: **Spireon, Inc. Returns, 16802 Aston Street, Irvine, CA 92606** (Note: You are responsible for shipping charges to the returns department.) Company will test all properly returned Products to determine if they are defective. If the Product is defective, Company will replace the defective Product(s), and Company is responsible for shipping charges back to you.

20. **Limited Installation Warranty.** If you purchased a Solution from Sprint that includes installation, Company hereby warrants to you that the Installation Services will be performed in a professional and workmanlike manner and will be free from defects in material and workmanship for a period of ninety (90) days from the time of installation (the "Installation Warranty"). Company will use its best efforts to diligently and timely perform the Installation Services. Reinstallation of an improperly installed Product is your sole and exclusive remedy under the Installation Warranty. Company shall not be liable for any direct, indirect, special, incidental, consequential, or exemplary damages for breach of the Installation Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. Some states do not allow the exclusion of implied warranties or do not allow limitations on the amount of time an implied warranty lasts, so the above limitations may not apply to you. Any implied warranties that cannot be disclaimed under applicable law shall be limited to the duration of the foregoing limited warranty period. This limited warranty gives you specific legal rights. You may have other rights which vary from state to state. To obtain warranty service contact customer service as provided in the Limited Product Warranty.

21. **Prior Agreements.** You specifically agree that this Agreement supersedes any prior or contemporaneous agreement between you and Company, whether written or oral, with respect to any Product or Solution. Notwithstanding the foregoing, (i) if you are a distributor, sales representative or other person or entity who has entered into a Master Marketing Agreement or Master Reseller Agreement with Company to purchase Products for the purpose of resale, then the terms of this Agreement will not supersede the Master Marketing Agreement or Master Reseller Agreement between you and Company to the extent the provisions of the Master Marketing Agreement or Master Reseller Agreement conflict with the terms herein, it being the intent of all parties that the terms of the Master Marketing Agreement or Master Reseller Agreement shall govern.

22. **Miscellaneous.** The invalidity, in whole or in part, of any term or condition hereof shall not affect the validity of the remainder hereof. The failure of either Company or you to enforce at any time any of the terms and conditions hereof shall not constitute or be construed to be a waiver of such terms and conditions

or of the right of such party thereafter to enforce any such terms and conditions. You are solely responsible for complying with any orders, rules or regulations of the Federal Communication Commission, or any other federal, state or local government authority, applicable to the installation, and operation of Product. Except as expressly provided herein, the terms and conditions hereof are for the benefit of Company and you and no other party. Company has made no representation, warranty, or covenant not contained in this Agreement. Further, no amendment, modification, or waiver of, or supplement to, this Agreement shall be effective, unless it is in writing. The agreements made herein may not be modified, supplemented or changed in whole or in part by any waiver (other than a written waiver signed by the party to be charged), oral representation, or course of dealing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any other document submitted by you.

Geotab End User Agreement

IMPORTANT! BY DOWNLOADING, USING, OR ACCESSING ANY OF OUR DEVICES, SOFTWARE, SERVICES AND OTHER PRODUCTS, INCLUDING UPDATES AND UPGRADES THEREOF (COLLECTIVELY "PRODUCTS"), YOU CONCLUDE A LEGALLY BINDING AGREEMENT BASED ON THE TERMS OF THIS GEOTAB END USER AGREEMENT ("AGREEMENT") WITH GEOTAB INC. ("GEOTAB" OR "WE") ON BEHALF OF YOURSELF, UNLESS YOU ARE ACTING AND AUTHORIZED TO ACT FOR A COMPANY OR OTHER ORGANIZATION IN WHICH CASE THE AGREEMENT IS WITH SUCH ORGANIZATION AND ANY REFERENCES TO "YOU" HEREIN MEANS SUCH ORGANIZATION. IF YOU DO NOT WISH TO AGREE, DO NOT INSTALL, USE, ACCESS OR RETAIN ANY OF OUR PRODUCTS AND RETURN ANY PRODUCTS YOU HAVE PURCHASED TO THE SELLER FROM WHICH YOU PURCHASED SUCH PRODUCTS FOR A FULL REFUND OF THE PURCHASE PRICE.

1. **LICENSE.** We grant you a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, "software") embodied in Products solely for your own internal business purposes and solely in connection with your use of our in-vehicle telematics devices, on the condition and so long as you comply with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicenseable. You may not extract, copy or use the software in connection with any other Product or for use on any other device.
2. **PRODUCTS OWNERSHIP.** The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to you hereunder, except for the rights expressly granted to you under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any marks, labels and legends from Products.
3. **PROTECTIVE MEASURES.** Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures.
4. **UPDATES AND PATCHES.** We shall continuously improve our Products and may, from time to time, cause software updates to be automatically installed with or without prior notification to you or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.
5. **RESTRICTIONS.** To the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.
6. **COMPLIANCE.** You shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries which are listed on Canada's Area Control List, including (as of the date of this Agreement), Belarus and North Korea.
7. **SECURITY.** You are solely responsible for your failure to keep all user identifications and passwords (your "Login Credentials") secure. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorized use, you will promptly notify us. We will be entitled to treat all communications, instructions and transactions as authorized by you if your Login Credentials are used unless you have notified us of

compromise or unauthorized use of your Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on your account, we reserve the right to terminate or suspend your access to our website or any applicable services or both and will use reasonable efforts to contact you.

8. **CONFIDENTIALITY AND DATA TRANSFER.** We will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control, and make these measures and policies available to you on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using our Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements.

9. **YOUR VEHICLE DATA.** We claim no ownership of any vehicle data generated by and associated with our devices installed in your particular vehicle(s) ("Individual Vehicle Data") that is transmitted or processed using our Products, provided however that you hereby instruct us and grant to us the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us, including the provision, administration, troubleshooting and improvement of our Products or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in your vehicle database (such as a vehicle VIN), from time to time in certain jurisdictions we may query on a confidential basis databases maintained by reputable third party providers for additional information.

10. **AGGREGATED DATA.** You acknowledge that Geotab compiles, stores and uses aggregated data and system usage information to monitor and improve the Products and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Geotab will not attempt to disaggregate the data or re-associate it with a device without your consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes.

11. **FEEDBACK.** You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that You provide or which is made available to us (whether directly or through a reseller including in the course of utilizing support, maintenance or other services) may be used by us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.

12. **OUR LIMITED PRODUCT WARRANTY.** We warrant that during the Warranty Period each Product (excluding beta, test or demonstration products or product versions) will perform in accordance with the written specifications that we issue with respect to such Product, subject to the limitations and conditions set forth in our specifications and this Agreement, when used in accordance with our documentation and specifications. "Warranty Period" means either: (a) the one year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at your expense to the reseller from whom you purchased the devices or as otherwise specified by us), prior to the expiration of the Warranty Period, we will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a service fee if we determine that your warranty claim was not justified. The remaining Warranty Period for any purchased Products we repair or replace under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.

13. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted within 10 days of the date when

you did notice or could reasonably have noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and we are not responsible for malfunctions by or in such products, services or items. You need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. You are responsible for ensuring that all such third party products, software, data or services meet our minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

14. **INSTALLATION WARNING.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to your vehicles. If you are uncertain that you have the requisite skills and understanding to install our Products, you must consult with an authorized Geotab reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to your vehicle. Installation or servicing may also require modifications to your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install our Products without adequate knowledge of our Products, proper installation, configuration, servicing, repair or removal procedures, or your vehicle, may result in damage to the Product or your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized Geotab reseller or installer will be at your sole risk. You hereby release and forever discharge, and will indemnify and hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which you or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, same.

15. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE CANNOT AND DO NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET YOUR BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, WITHOUT LIMITING THE GENERALITY OF SECTION 13 (CONDITIONS AND EXCLUSIONS) WE DO NOT ENDORSE, AND MAKE NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUME NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

16. **INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

(a) We will, at our sole cost and expense, defend and indemnify or, at our option, settle, any claim, assertion or action brought against you or your affiliates, successors or assigns to the extent that it is based on a claim (an "Infringement Claim") that any of our Products which we have supplied to you directly or through an authorized reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of your affiliates) and indemnify you against damages awarded against you by a court of competent jurisdiction by final order from which no appeal is taken or after the time for appealing has expired, provided that you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; and (ii) permit us to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us to do so. We shall not be liable to reimburse you for any compromise or settlement made by you without our

prior written consent, or for any legal fees or expenses incurred by you in connection with such claim.

(b) Should any of our Products or any part thereof become, or in our sole opinion are likely to become, the subject of an Infringement Claim, we may, at our option and expense: (i) procure, at no cost to you, the right to continue to use such Products which are the subject of the Infringement Claim; (ii) replace or modify the Products or infringing part thereof with non-infringing equivalents, at no cost to you; or (iii) if none of the foregoing alternatives are reasonably practical in our sole judgement, we may: (A) in the case of software or services, terminate such services or the licenses for such software and refund or issue a credit for any prepaid but unused fees for such software or services, if any; and/or (B) in the case of our devices, require you to return such devices and refund or issue a credit for the purchase price paid by you to us for the devices returned, depreciated on a straight-line basis over a 36 month period from the date of purchase.

(c) We have no obligation or liability whatsoever in respect of any Infringement Claim that is based on any of the following (collectively, the "Excluded Claims"): (i) in the case of any software, the use of other than the latest release and version of such software; (ii) the use of any Products in breach of this Agreement; (iii) non-Geotab products, software, data or services, (iv) the use, association or combination of any of our Products with, or the incorporation or integration into our Products of, any non-Geotab product, software, service, data, information or other material (including your own) that is not supplied by us or expressly identified by us in our written specifications or documentation as being required for the use and operation of our Products; (v) the use or operation of any of our Products, in any manner or for any purpose other than as expressly specified in our documentation for same; (vi) any modification, alteration, change, enhancement, customization or derivative work of the Products made by anyone other than us or our agents; (vii) changes we make to Products to comply with your instructions or specifications; (viii) any use of data in accordance with this Agreement that is collected through the operation of or generated by our Products; (ix) for insurance purposes, the use of the Products in association with driving, driver or vehicle activity or performance; or (x) any reselling or distribution of our Products. This Section states our entire liability and your sole and exclusive remedies with respect to any Infringement Claim.

17. INDEMNIFICATION. UNLESS PROHIBITED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS GEOTAB, ITS AGENTS, SUPPLIERS, LICENSORS, SERVICE PROVIDERS, DISTRIBUTORS, SUB-DISTRIBUTORS, CONTRACTORS, SUCCESSORS OR ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, LOSSES AND EXPENSES (INCLUDING REASONABLE LEGAL COSTS AND FEES) ARISING FROM OR RELATED TO ANY CLAIM, DEMAND, COMPLAINT OR ACTION BY A THIRD PARTY ARISING OUT OF OR INCIDENT TO: (A) YOUR ACTIONS OR FAILURE TO ACT UNDER OR RELATED TO THIS AGREEMENT; OR (B) YOUR BREACH OF ANY THIRD PARTY TERMS INCORPORATED HEREIN BY REFERENCE.

18. LIMITATIONS OF LIABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO YOU HEREUNDER OR OTHERWISE IN RESPECT OF THE PRODUCTS EXCEED THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS OR SERVICES OR THE RIGHTS TO USE THE SOFTWARE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, SUBJECT TO ANY LESSER LIMITATION OF LIABILITY IN ANY TERMS INCORPORATED HEREIN BY REFERENCE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TERMS) IF APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

19. APPLICABILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL

APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

20. **TERMINATION.** We reserve the right to terminate this Agreement in whole or in part with or without notice if: (a) you materially breach or otherwise materially fail to comply with any provision of this Agreement; (b) we determine that any registration information you submit or any update thereof is not true, accurate, complete or current; (c) you become insolvent or bankrupt; (d) you reorganize your business, make an assignment under or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (e) any steps are taken to wind up or otherwise terminate your existence as a legal entity; or (f) you cease operating your business. You may terminate the grant of rights to use the software or the provision of services by ceasing use of same. Upon any termination of this Agreement: (i) any and all rights granted to you under this Agreement shall immediately cease; (ii) you shall destroy, to the extent practicable, all copies of the software in your possession or control; (iii) if so requested by us, you shall certify in writing that all such copies of the software in your possession or control have been destroyed; and (iii) you shall cease all usage of the services. We have no obligation to safeguard or transmit to you any data that you may have stored through the use of the services. It is your sole responsibility to retrieve any such data.

21. **ASSIGNMENT.** This Agreement and any rights granted to you under this Agreement may not be transferred or assigned by you, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that you may assign this Agreement in its entirety to a purchaser of all or substantially all of your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent and upon written notice to us. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. This Agreement may be assigned or novated by us in our sole discretion by way of written notice to you.

22. **CHOICE OF LAW.** If your headquarters are located in: (a) the United States of America, then this Agreement will be governed by and construed under the laws of the State of New York without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the courts of the State of New York and the U.S. federal courts located in the City of New York for any claim related to this Agreement or the Products and agrees not to bring any action, claim, suit or proceeding against the other party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts; or (b) anywhere else in the world, then this Agreement will be governed by and construed under the laws of the Province of Ontario without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the provincial and federal courts of the Province of Ontario for any claim related to this Agreement or the Products and agrees not to bring any action, claim, suit or proceeding against the other party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts.

23. **RELATED THIRD PARTY PROVIDER TERMS.** Our related third party providers require us to obtain your agreement to certain terms and conditions prescribed by them. The Wireless Provider Terms and the Other Provider Terms (including cloud storage, mapping and posted road speed provider terms) attached hereto. These third party terms are hereby incorporated by reference into and form part of this Agreement and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect your rights and obligations. Geotab accepts no responsibility or liability for the services of such providers. By signifying your agreement to this Geotab End User Agreement you are also signifying your agreement to these third party terms.

24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and exclusive agreement between you and us with respect to the subject matter of this Agreement and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no

representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us, oral or written other than as expressly set forth in this Agreement and any terms expressly incorporated herein by reference. The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

25. SEVERABILITY. To the extent that any provision of this Agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

26. AMENDMENTS AND WAIVERS. You agree that we may change the terms of this Agreement from time to time by notifying you via our website, email or other means. You agree to accept, and you hereby accept, any changes in Third Party Terms and other terms of this Agreement, unless the changes impose commercially unreasonable disadvantages on you. If a change imposes commercially unreasonable disadvantages on you and we receive a written objection from you within 30 days of the date when you received notice or you should have noticed the change, we may, at our sole option and discretion, (a) reverse such change with the effect that the immediately prior version of this Agreement shall continue to apply to you, or (b) terminate this Agreement and your use of the Products and refund to you, upon receipt of all devices, documentation and deliverables, in good working condition, subject to ordinary wear and tear, in your possession (aa) the purchase price for any devices and software, depreciated on a 36 months straight line basis, accounting for your use, and (bb) any prepaid services fees for time periods after the effective date of the change to which you objected in accordance with this Agreement. No modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

Wireless Provider Terms in Geotab End User Agreement

By accepting the Geotab End User Agreement, you also accept these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers. Our wireless providers require us to pass certain terms and restrictions through to you. These Wireless Provider Terms contain important terms and conditions that affect your rights and obligations. Some of the wireless carriers reserve the right to amend their terms from time to time, as specified below and by accepting such Wireless Provider Terms as part of the Geotab End User Agreement, you agree to accept amended versions of such Wireless Provider Terms.

The following terms apply if you have subscribed for wireless communication services through Geotab Inc. "You" means the legal entity that you represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. ("us" or "we"). References to the "underlying carrier" refer to the provider of the wireless communication services and references to "reseller" refer to any reseller of services provided by an underlying carrier from whom we procure wireless communication services.

1. You acknowledge that the services provided by the underlying carrier are made available only when the Products are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier's reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.

2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of your number or other information over the internet; (c) if you desire to secure transmission of data, you must provide for your own means of doing so; and (d) you assume full responsibility for the establishment of appropriate security measures to control access to your own respective equipment and information. **YOU UNDERSTAND THAT WE, THE RESELLER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT NONE OF US, THE RESELLER OR THE UNDERLYING CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.**

3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to the End User Agreement and the provision of wireless services, as we request from time to time.

4. You will be fully responsible for all SIM Cards purchased from us. You agree not to remove such

SIM Cards from the Products or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Product for which it has been designated. You must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner. You will be responsible for any and all charges and other fees incurred with respect to the SIM Cards supplied to you by us, including fees for unauthorized services.

5. Subject to the number portability rules under applicable law, you have no property right in any code or identifier (including any number, phone number, IMEI, IMSI, unique network identifier, internet protocol (IP) addresses, personal identification number or e-mail address) issued to, assigned to or associated with you or any product used by you in connection with the services provided to us by the underlying carrier (each an "Identifier"). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.

6. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER OR THE RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER, BETWEEN US AND ANY RESELLER OF ANY UNDERLYING CARRIER, OR BETWEEN ANY RESELLER AND ANY UNDERLYING CARRIER. YOU ALSO UNDERSTAND AND AGREE THAT ANY AGREEMENT BETWEEN US AND A RESELLER DOES NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN US AND THE UNDERLYING CARRIER OF SUCH RESELLER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER, ANY RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES: (a) REGARDING THE PROVIDER, SCOPE OR NATURE OF CONTENT OR SERVICES THAT WILL BE AVAILABLE BY DEFAULT TO YOU FROM THIRD PARTIES THROUGH THE SERVICES; (b) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE OR NON-INFRINGEMENT) OR (c) REGARDING RESULTS TO BE OBTAINED BY YOU IN CONNECTION WITH THE USE OF THE WIRELESS COMMUNICATION SERVICES OR THAT ACCESS TO OR USE OF THE WIRELESS COMMUNICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. THE UNDERLYING CARRIER IS NOT LIABLE TO YOU FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY COVERAGE MAP INFORMATION, INCLUDING THE ACCURACY THEREOF.

7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to you are strictly controlled and limited by the underlying carrier's tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.

8. YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT

OR OTHERWISE, YOUR EXCLUSIVE REMEDY AGAINST US, AND OUR EXCLUSIVE REMEDY AGAINST AN UNDERLYING CARRIER OR A RESELLER THEREOF, AND THE TOTAL LIABILITY OF US, ANY RESELLER, THE UNDERLYING CARRIER OR ANY SUPPLIER OF SERVICES TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES, IN CONNECTION WITH OUR AGREEMENT WITH AN UNDERLYING CARRIER OR A RESELLER THEREOF, OR ANY FAILURE OR DISRUPTION OF SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU TO US FOR THE SERVICES DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY COST, DELAY, FAILURE OR DISRUPTION OF SERVICE, LOST PROFITS (DIRECT OR INDIRECT) OR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THE FAILURE OR INCOMPATIBILITY OF EQUIPMENT UTILIZED BY YOU IN CONNECTION WITH THE SERVICES

9. YOU SHALL INDEMNIFY, DEFEND (IF REQUIRED BY US OR THE UNDERLYING CARRIER) AND HOLD HARMLESS US, THE RESELLER AND THE UNDERLYING CARRIER, AND THE OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH ANY AGREEMENT BETWEEN US AND THE RESELLER OR THE UNDERLYING CARRIER OR THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE SERVICES OR ANY IDENTIFIER OR THE UNLAWFUL USE OF THE WIRELESS COMMUNICATION SERVICES. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THIS PROVISION WILL SURVIVE THE TERMINATION OF ANY SERVICES PROVIDED TO YOU AND ANY RELATED AGREEMENT FOR SAME. YOU ACKNOWLEDGE THAT SUCH AGREEMENT IS ASSIGNABLE BY US.

10. Subject to the terms of the Agreement, unless you provide express consent or disclosure is pursuant to a legal power, all information kept by us, the reseller or the underlying carrier regarding you, other than your name, address and listed telephone number, is confidential and may not be disclosed by us, the reseller or the underlying carrier to anyone other than: (a) you; (b) the underlying carrier or the reseller; (c) a person who, in our reasonable judgement or that of the underlying carrier or the reseller, is seeking the information as your agent; (d) another telecommunications carrier, telephone company or other person providing services to a telecommunications carrier, provided the information is required for establishment of, or the efficient and cost-effective provision of services and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (f) an agent retained by us, the reseller or the underlying carrier in the collection of your account, or to perform other administrative functions for us, the reseller or the underlying carrier, provided the information is required for and is to be used only for that purpose; (g) to a law enforcement agency whenever we or the underlying carrier has reasonable grounds to believe that you have knowingly supplied us or the underlying carrier with false or misleading information or you are otherwise involved in unlawful activities; or (h) a public authority or agent of a public authority, if in our reasonable judgment or that of the underlying carrier, it appears that there is imminent danger to life and property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; (iv) electronic confirmation via the internet; (v) oral consent, where an audio recording of the consent is retained by us; or (vi) consent through other methods, as long as an objective documented record of customer consent is created by us or by an independent third party.

11. You may only roam incidentally to your use of the services in your country of residence. The

underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to you in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to you if they discover or suspect that the services are being used in a fraudulent manner. The underlying carrier shall be entitled from time to time and at any time, at its sole discretion, to: (a) add, modify or remove territories where roaming shall be available to you; (b) substitute roaming partners; and/or (c) pass through any applicable increases in the costs of the wireless communication services in respect of such changes. You acknowledge that not all wireless communication services are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside your country of residence.

12. As a condition of your use of any HSPA wireless communication services provided by Telus or any of its affiliates, you represent, warrant and covenant that: (a) your billing address is and will remain in Canada; (b) your billing address is not outside of Telus' wireless service area in or around Winnipeg in the province of Manitoba (as documented at <http://www.telusmobility.com/en/MB/hspa/canada3gmaps.shtml> as such webpage may change or move from time to time); (c) you are not a wireless operating company and do not, directly or indirectly, own all or part of a wireless operating company, which includes, but is not limited to, any person or entity in the business of operating and offering PCS, cellular communication, iDen, GSM, CDMA, HSPA, LTE, WiMax or satellite networks; and (d) you are not person or entity that, in the reasonable opinion of Telus, will, directly or indirectly, re-sell such wireless communication services.

13. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System ("GPS"). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. You understand and agree that the underlying carrier may collect and use location information from your equipment.

14. You: (a) are fully responsible for any unauthorized collection, access, disclosure, and use (other than by us or the underlying carrier) of all information relating to your use of the products; (b) will implement administrative, physical, and technical safeguards to protect this information; (c) will maintain an up-to-date privacy policy that fully explains (i) what information you collect, (ii) how you use that information, (iii) how you secure that information, and (iv) to whom you disclose that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, data protection, marketing, and consumer protection laws, including without limitation, any obligation regarding consent and opt-in / opt-out mechanisms. We make no guarantees or warranties that our services which include specific solutions, including, by way of example and not limitation, medical/health alert solutions, burglar/security alarm solutions or people tracking solutions, will detect, avert or prevent occurrences of the type for which they are designed.

15. We may terminate the provision of wireless communication services to you without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof

expires or terminates.

16. If our agreement with an underlying carrier or a reseller thereof is terminated, you may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier's or reseller's then-current terms and conditions.

17. The underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take any equitable or legal action required to enforce same.

18. We may change, modify or amend these terms at any time in accordance with the terms of the Agreement, provided however the notice period applicable will be 15 days.

OTHER PROVIDER TERMS IN GEOTAB END USER AGREEMENT

By accepting the Geotab End User Agreement, you also accept these Other Provider Terms. Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Geotab, many of which require Geotab to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. These Other Provider Terms contain important terms and conditions that affect your rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider Terms as part of the Geotab End User Agreement, you agree to accept amended versions of such Other Provider Terms. You agree that it is your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third party co-location facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored either on our servers at the Canadian co-location facilities or on Google's servers in various locations. The following terms are applicable to data storage services. If you have any questions about where your Individual Vehicle Data is stored, please contact us.

Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of your data by Geotab and/or Google according to this Agreement using Google's Cloud Platform. Additionally, you consent to Google processing and storing your data anywhere Google or its agents and sub-processors maintain facilities for which Geotab has contracted, except if you are located in Europe, in which case we have made arrangements to have your data stored on Google servers in Europe. By using the services, you consent to this processing and storage of your data. Under this Agreement, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of your data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

B. POSTED SPEED LIMIT DATA

If you are using posted speed limit data provided by HERE, the following terms apply to you.

Copyright. The posted speed limit data ("Speed Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Geotab Inc. ("Geotab", "we" or "us") and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notice/>. All rights reserved.

Internal Business Use Only. You agree to use this Speed Data together with our Products and services for the internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Speed Data only as necessary for your internal business use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Speed Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer

any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by us, and without limiting the preceding paragraph, you may not (a) use this Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

HERE End User Terms. Except for use as part of the MyGeotab service, where you have been specifically licensed by Geotab, you agree that you are bound by the HERE End User Terms, available at: <https://legal.here.com/us-en/terms/end-user-license-agreement>.

C. GOOGLE MAPS TERMS

If you are using map data provided by Google, the following terms apply to you.

Google Universal Terms of Service. You agree to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps / Google Earth Additional Terms of Service. You agree to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. You agree to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. You agree to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. You agree to grant Google a license to use your data to enable Google to provide and improve the map service and treat your data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html.

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with Geotab and Google services - to Geotab obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara county, California, and the parties consent to personal jurisdiction in those courts."

All access of use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in Legal Notices; set out here for convenience:

- A. This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- B. This computer software may be:
 - a. Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - c. Reproduced for safekeeping (archives) or backup purposes;
 - d. Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
 - e. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
 - f. Used or copied for use with a replacement computer.
- C. Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- D. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- E. This notice will be marked on any reproduction of this computer software, in whole or in part.

D. HERE MAPS TERMS

If you are using map data provided by HERE, the following terms apply to you.

[HERE End-User Terms](#). You understand and acknowledge that map and related data or services provided by or

through HERE (the “HERE Location Platform Services”), is subject to HERE’s end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and “report an issue” links for purposes of reporting e.g. privacy concerns related to images (collectively, “End User Terms”), and you confirm that you accept and agree to such End User Terms.

E. MAPBOX MAP TERMS

If you are using map data from Mapbox, the following terms apply to you.

License to Use Your Data. Limited to the purpose of hosting your content so that mapping services can be provided, you grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Mapbox these rights.

US Government. If you are a US Government User there are modified/additional terms that apply to you; available at: <https://www.mapbox.com/usg-tos/>.

F. HOS TABLET TERMS

If you have purchased a Garmin tablet from Geotab as part of Geotab’s HOS service, the following terms apply to you.

I. Garmin Terms

The device firmware embedded in and the Garmin Telematics software (the firmware and software collectively, the “Software”) loaded on your Garmin Telematics devices are owned by Garmin Ltd. or its subsidiaries (collectively, “Garmin”). The Software is protected under copyright laws and international copyright treaties. The Software is licensed, not sold. The Software is provided under this Agreement. Your use of the Software and the Garmin Telematics devices are subject to the following terms and conditions which are agreed to by you as the end user of the Software and the Garmin Telematics devices, on the one hand, and Garmin and its licensors and affiliated companies of Garmin and its licensors, on the other hand. Garmin’s licensors, including the licensors, service providers, channel partners, suppliers and affiliated companies of Garmin and its licensors, are each a direct and intended third party beneficiary of this Agreement and may enforce their rights directly against you in the event of your breach of this Agreement.

IMPORTANT: CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE USING THE GARMIN TELEMATICS DEVICES. USING GARMIN’S TELEMATICS DEVICE INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, RETURN THE COMPLETE PRODUCT WITHIN 7 DAYS OF THE DATE YOU ACQUIRED IT (IF PURCHASED NEW) FOR A FULL REFUND TO THE DEALER FROM WHICH YOU PURCHASED THIS PRODUCT.

1. License: Subject to the terms and conditions of this Agreement, Garmin hereby grants you during the Term a limited, non-exclusive, personal, revocable, non-assignable, non-sub licensable and non-transferable license to (i) execute the Software on the Garmin Telematics device in machine-readable form only and (ii) use the Garmin Telematics devices in accordance with the terms of this Agreement.

2. Updates; Support or Maintenance: Garmin may extend, enhance, or otherwise modify the Software at any time without notice, but Garmin shall not be obligated to provide you with any updates to the Software. If updates are made available by Garmin, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate license in which case the terms of that license will govern. You further

acknowledge that Garmin has no express or implied obligation to announce or make available any updates of the Software to anyone in the future. You acknowledge that the value-added reseller from whom you obtained the Garmin Telematics device and not Garmin is responsible for providing support and maintenance for your Garmin Telematics device.

3. Authorized uses of the Garmin Telematics devices:

(a) You may only use the Garmin Telematics devices to track the location of assets for use in the internal operation of your business and not for resale, rent, distribution or sublicense. You shall not use the Garmin Telematics devices to track a person or group of people. If you use the Garmin Telematics device to track the location of a vehicle used in the internal operation of your business, then you must first inform the driver of the vehicle that (i) the location of the vehicle will be tracked, and (ii) track logs might be uploaded to Garmin on an anonymous basis in a way that does not personally identify the driver or any other person if and when the Garmin Telematics device is connected to a computer. You must not use the Garmin Telematics device to track the location of a vehicle without the driver's knowledge. If Garmin has a reasonable belief that you are using the Garmin Telematics devices for purposes or in ways other than those authorized purposes and ways stated above, then Garmin may terminate the service to your Garmin Telematics devices immediately. Any use of the Garmin Telematics device other than as specified above shall be deemed a material breach of this Agreement. Without limiting the generality of foregoing, you must not use the Garmin Telematics device to track, stalk, harass, harm or threaten to harm, or invade the privacy of any person.

4. Compliance with Laws and Regulations: You covenant that your use of the Garmin Telematics device will comply with applicable laws and regulations regarding the use of location tracking products and services. You are solely responsible for complying with any orders, rules and regulations of the Federal Communications Commission, or any other Federal, State or local governmental authority, applicable to your purchase, installation or operation of the Garmin Telematics device. Garmin will not be responsible for your use of the Garmin Telematics device in violation of any laws or regulations.

5. Confidentiality; Prohibitions

5.1 Confidentiality: You acknowledge the confidentiality of the Software. At all times during the Term and thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity, confidential information of Garmin.

5.2 Prohibitions: All intellectual property rights in the Software and the Garmin Telematics device shall remain with Garmin. You shall not remove, obscure or alter any copyright, trademark, restrictive legend or other proprietary rights notices contained in the Software or the Garmin Telematics device. You shall not reverse engineer, de-compile, disassemble or create derivative works of the Software or the Garmin Telematics device.

6. Indemnification: You agree to indemnify, defend and hold harmless Garmin and its directors, officers, employees, independent contractors and agents (each a "Garmin Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys fees and court costs) (collectively "Losses") incurred by a Garmin Indemnified Party as a result of your breach of this Agreement, a breach of any certification, covenant, representation or warranty made by you in this Agreement, or claims otherwise related to or arising from your use of the Garmin Telematics device.

7. Term and Termination

7.1 Term: The term of this Agreement shall continue for as long as you use the Garmin Telematics device. However, this Agreement and all rights granted by Garmin hereunder will terminate automatically without notice from Garmin if you fail to comply with any of its terms or conditions. Garmin also reserves the right to discontinue offering any data or services provided by a third party if such supplier ceases to supply such data or services to Garmin or Garmin's contract with such supplier terminates for any reason.

7.2 Effect of Termination: Upon the termination of this Agreement for any reason, you shall immediately cease all use of the Garmin Telematics device, and erase and destroy all copies of Garmin confidential information in your possession or control. The provisions of Sections 3, 4, 5, 6, 7, 8 and 9 will survive any termination of this Agreement. Garmin will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Garmin may have, now or in the future.

8. NO WARRANTY; DISCLAIMER OF ACTUAL AND CONSEQUENTIAL DAMAGES

(a) EXCEPT FOR THE MANUFACTURER'S LIMITED WARRANTY APPLICABLE TO THE GARMIN TELEMATICS DEVICE AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SOFTWARE AND THE GARMIN TELEMATICS DEVICE, AND ANY SERVICES ASSOCIATED WITH OR SUPPORTING THE USE OF THE GARMIN TELEMATICS DEVICE, ARE PROVIDED BY GARMIN ON AN "AS-IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. GARMIN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS TO THE SOFTWARE, THE GARMIN TELEMATICS DEVICE AND THE SERVICES PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, GARMIN DOES NOT WARRANT THAT THE GARMIN TELEMATICS DEVICE, INCLUDING THE SOFTWARE OR THE OPERATION THEREOF WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL AGENTS. GARMIN DOES NOT REPRESENT NOR WARRANT THAT THE GARMIN TELEMATICS DEVICE WILL PREVENT ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY. YOU ASSUME ALL RISK FOR LOSS OR DAMAGE TO PROPERTY THE LOCATION OF WHICH IS BEING TRACKED BY A GARMIN TELEMATICS DEVICE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY GARMIN OR ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS AND LICENSORS, OR BY AGENTS AND EMPLOYEES OF GARMIN, ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS OR LICENSORS, SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION.

(b) Location data provided by any service is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Garmin nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed.

(c) GARMIN DISCLAIMS ALL LIABILITY FOR ANY LOSS, INJURY OR DAMAGE RESULTING FROM USE OF THE GARMIN TELEMATICS DEVICE. IN NO EVENT WILL GARMIN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE GARMIN TELEMATICS DEVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GARMIN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE FULLEST EXTENT ALLOWABLE UNDER THE APPLICABLE LAW.

(e) THE APPLICATION IS FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE USE OF THE GARMIN TELEMATICS DEVICE TO ANY OTHER PARTY.

(f) Speed limit alerts are provided as a guide only, and should not be relied upon for actual speed management. Users should always defer to posted road signs for speed limits. Additionally, while Garmin endeavors to

maintain an accurate database of speed limits, such limits often change and information about speed limits provided to Garmin may not be accurate. As a result, Garmin cannot and does not guarantee the accuracy or completeness of such speed limit database.

(g) The Garmin Telematics device is equipped with a Restricted Mode that limits access to certain device features while the vehicle is in motion that may cause driver distraction. You assume any and all risk and liability that may result from disabling this feature. Garmin is not responsible or liable for any accidents or incidents that may occur as a result of disabling Restricted Mode.

9. General Legal Terms

9.1 Assignment: This Agreement may not be assigned, nor may any of your obligations under this Agreement be delegated, in whole or in part, by you, either voluntarily or by operation of law, merger, or any other means without Garmin's express prior written consent and any attempted assignment without such consent will be null and void.

9.2 Severability: If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

9.3 Waiver and Construction: Failure by Garmin to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement.

9.4 Government End Users: If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the U.S. Government, then use, duplication, reproduction, release, modification, disclosure or transfer of the Software and Garmin Telematics Device is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Software and the Garmin Telematics Device, the construction that provides greater limitations on the Government's rights shall control. The contractor/manufacture is Garmin International, Inc., 1200 East 151st Street, Olathe, Kansas 66062, USA. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Software and the Garmin Telematics Device constitute trade secrets and/or a proprietary commercial product and not subject to disclosure.

9.5 Export Control: You agree not to export or re-export the Software or the Garmin Telematics Device to any country in violation of the export control laws of the United States of America.

9.6 Dispute Resolution: Any litigation or other dispute resolution between you and Garmin arising out of or relating to this Agreement or your use of the Garmin Telematics Device will take place in the State of Kansas. You and Garmin agree to submit to the personal and exclusive jurisdiction of the United States District Court for the District of Kansas and the Kansas state courts located in Johnson County, Kansas with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Kansas, except that body of Kansas law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If either party takes legal action to enforce any right under this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including attorney fees.

9.7 Entire Agreement: This Agreement constitutes the entire agreement between you and Garmin with respect to the use of the Software and the Garmin Telematics Device, and supersedes all prior understandings regarding such subject matter. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall

govern. If you are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

II. SOTI Terms

PLEASE READ THE FOLLOWING SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, COPYING, DOWNLOADING OR USING THE SOFTWARE OR SOFTWARE UPDATE. THIS AGREEMENT GOVERNS THE PURCHASE, USE, UPDATE AND RENEWAL OF USE OF SOTI SOFTWARE. BY CLICKING "ACCEPT" AND BY INSTALLING, COPYING, DOWNLOADING OR USING THE SOFTWARE OR SOFTWARE UPDATE, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS SOTI'S TERMS OF USE AND PRIVACY POLICY PROVIDED FOR ON THE SOTI WEBSITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT INSTALL OR USE THE SOFTWARE AND PROMPTLY EXIT THE SETUP SOFTWARE AND RETURN ALL ACCOMPANYING ITEMS (INCLUDING ALL FORMS OF DOCUMENTATION) TO THE ORIGINAL PLACE OF ORIGIN.

1. DEFINITIONS

"Device" means any computing device/instrument that is supported by the Software.

"Documentation" means all user guides, specifications, manuals, and reference materials provided with the Software, as such may be updated by SOTI from time to time.

"Licensee" means the end user or the entity, who agrees to the terms and conditions of this Agreement and to whom this license is granted. "You" and "Your" will be understood as the Licensee interchangeably as required in the wording of the Agreement for comprehension purposes.

"Licensee Data" means all electronic data or information submitted by Licensee to the Software and Services and shall include, but not be limited to, Licensee identifying information under the control of the Licensee and not available to the public.

"Software" means the SOTI MobiControl product and, but not limited to, the following components:

- BlitFire®
- MobiControl Package Studio
- MobiControl Deployment Server
- MobiControl Device Agent • MobiControl Web Console
- MobiControl Stage
- SOTI Hub

"SOTI" means SOTI Incorporated, a Province of Ontario registered corporation, and its affiliates.

2. PROPRIETARY RIGHTS

The Software (including any enhancements or updates), the components, all related Documentation, Software development kits, and application program interfaces are licensed, not sold, to the Licensee by SOTI for use only under the terms of this Agreement. SOTI and its suppliers reserve all rights not expressly granted to the Licensee.

The Software, including but not limited to the source code, its components, Documentation, design and structure, any copies thereof is the proprietary property of SOTI or its suppliers and is protected by copyright laws and international copyright treaty provisions as well as other applicable intellectual property laws and treaties. All title and copyrights in and to the Software, or any copy, modification or merged portion of the Software shall at all times remain with SOTI. Licensee acknowledges and agrees that SOTI shall be the owner of any enhancements, updates, upgrades, new versions, or new releases of the Software or derivatives thereof that are developed by SOTI during the term of this Agreement and thereafter. Licensee expressly acknowledges and agrees that SOTI shall be the sole owner of any newly-developed, revised, or modified source code related in any way to the Software or SOTI's general business, regardless of whether developed, revised, or modified in response to Licensee's requests, suggestions, or ideas, even if performed as part of professional services paid for by Licensee.

Licensee exclusively owns all rights, title and interest in and to all of Licensee Data.

3. GRANT OF LICENSE

3.1 SOTI Duty

SOTI grants, upon payment of the license fee, the Licensee a non-transferable, nonexclusive, worldwide, perpetual right to:

- a) install and use the MobiControl Device Agents and MobiControl Stage on the number of Devices this license is purchased for. This is not a concurrent use license for Devices;
- b) install and use the MobiControl Web Console, and MobiControl Package Studio components on as many servers, desktop or notebook computers as the Licensee deems necessary;
- c) install the MobiControl Deployment Server component on the number of servers this license is purchased for; and
- d) make one (1) copy of the Software solely for backup, disaster recovery or archival purposes provided the Licensee reproduces in such copies any copyright, trademark or other proprietary markings and notices contained in the Software and/or Documentation.

3.2 Licensee Duty

The Licensee shall (i) be responsible for compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Licensee Data and of the means by which Licensee acquired Licensee Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify SOTI promptly of any such unauthorized access or use, and (iv) use the Software only in accordance with the information provided to Licensee, content made available on the SOTI website, and applicable laws and government regulations (v) shall be responsible for the security and privacy of any and all Software passwords, settings, and user data. Features of the Software may not be available in all languages or regions, some features may vary by region, and some may be restricted or unavailable from your service provider. A Wi-Fi or cellular data connection is required for some features of the Software. Licensee acknowledges that many features, built-in apps, and services of the Software transmit data and could impact charges to Licensee's data plan, and that Licensee is responsible for any such charges.

4. FEES AND PAYMENT

4.1 Payment

Unless otherwise documented and agreed to in writing, the Licensee shall provide SOTI or its respective authorized representative payment of all fees within thirty (30) days of the date of invoice in an acceptable form such as, but not limited to, bank transfer, credit card, or company cheque. Such payments shall be made in

advance on a monthly, annually or in accordance with any different billing frequency stated in the applicable order form.

It is the Licensee's responsibility to ensure and maintain that all information for accounting, billing, and technical purposes is current and accurate for services to be offered to the Licensee.

4.2 Suspension of Service and Acceleration

Unless otherwise documented and agreed to in writing, if any amount owing, not subject to a good faith dispute, by Licensee under this or any other agreement for SOTI's Software is thirty (30) or more days overdue, SOTI may, without limiting SOTI's other rights and remedies, accelerate Licensee's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, impose a penalty fee equal to the lower of two per cent (2%) per month or the highest rate then permitted by law and suspend SOTI's Service to Licensee until such amounts are paid in full.

4.3 Taxes

Licensee is responsible for paying all taxes associated with purchases hereunder. If SOTI has the legal obligation to pay or collect taxes for which the Licensee is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Licensee, unless Licensee provides SOTI with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. MANDATORY ACTIVATION

Activation associates the use of the Software for a specific Licensee installation. During said activation, the Software will send information about itself and the installation to SOTI and/or its suppliers. The information transferred is specific to the Software and the license purchased. Information includes the product version, registration code, installation ID, and the number of Devices registered in the system. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. In addition to the initial activation, the Software will periodically and autonomously send the same information stated above to verify the current activation status of the Software. This is to automatically reflect changes to the license for the given installation.

6. THIRD PARTY SOFTWARE

Unless indicated as otherwise, third party software is available for an additional fee and/or is not required or necessary for the use of the Software. Except as explicitly stated within this Agreement, any third party software is provided "AS IS" or "AS AVAILABLE", with no warranties of any kind. Any third party software sublicense will terminate when this Agreement terminates, when the Licensee terminates, or when the Software is no longer being used by the Licensee. The Licensee shall not decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of the third party software, which shall be subject to the same restrictions as those set forth with respect to the Software within this Agreement.

7. LOCATION BASED SERVICES

The Software's location based services ("LBS") can be used with Devices that are equipped with a GPS receiver or devices that utilize cellular based location capabilities. The LBS feature in the Software is powered by Microsoft's Bing Maps technology. The

Terms of Use and Privacy Statement for Microsoft's Bing Maps technology may be accessed at:

<http://www.microsoft.com/maps/assets/docs/terms.aspx>; <http://privacy.microsoft.com/en-us/default.mspx>. In order to access this third-party system, the product registration code is passed from the Software to the SOTI and/or its suppliers LBS Server, which in turn requests a non-identifying token from Microsoft's Bing Maps service on behalf of the end user.

8. RESTRICTIONS

Except as and only to the extent expressly permitted in this Agreement and by applicable law, the Licensee:

- (a) may not transfer, assign, sublicense, sell, resell, lease, lend or rent the Software or use, copy (except as expressly indicated as otherwise in this Agreement), modify or distribute the Software in whole or part;
- (b) may not decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of the Software or any part thereof;
- (c) may use the Software solely for internal use with the Licensee's ordinary business processes, only in accordance with all applicable laws and regulations, and in a manner consistent with this Agreement;
- (d) may not apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any algorithm, process, procedure, trade secret information contained in the Software;
- (e) may not use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights; or
- (f) may not interfere with or disrupt the integrity or performance of the Software or third-party data contained therein.
- (g) may not use the software to perform acts that would represent or be associated with any Intellectual Property violation, including, but not limited to the infringement or misappropriation of copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations or other entities.
- (h) may not exceed service limitations (including SMS messaging and data storage). SOTI is not responsible for any fees charged to recipients of any SMS messages sent from the Software.

If you do any of the foregoing, your rights under this Agreement will automatically terminate. Such termination shall be in addition and not in lieu of any criminal, civil or other remedies available to SOTI and/or its suppliers.

Malware: Licensee represents, warrants and covenants that Licensee will not cause or knowingly allow harmful software to be stored on, transmitted, or used with the Software, including but not limited to, the generation or dissemination of computer viruses, Trojan horses, time bombs, denial of service attacks, key logging and other monitoring software, worms, logic bombs, or other code or programs whose effect is to negatively impact the operation or performance of the Software or the safety, security, or privacy of users or owners of the Software, or to negatively impact the operation or performance of the wireless networks with which the Software may interact ("Networks") or to permit unauthorized use of or access to such Networks. Licensee may not knowingly use Software in any way that could cause harm to the Software or the Networks or impair their use by others. Licensee may not use Software to attempt unauthorized access to any service, system, data, account, or Network.

9. UPGRADES AND UPDATES

SOTI may, at any time, extend, enhance, or otherwise modify the Software by way of a version upgrade or update. If SOTI makes any available upgrades or updates, such upgrades or updates will be governed by this Agreement (unless a separate license is provided with the upgrades or updates, in which case the terms of that license shall govern the upgrades or updates). SOTI will use its commercially reasonable effort to notify Licensee of, or announce, any upgrades or updates (for clarity, such notification or announcement includes, without limitation, a notice posted at www.soti.net). Where upgrades or update is made available, such upgrades or updates may have APIs, features, services and/or functionality that are different from those found in the software licensed under this Agreement.

10. USE OF DATA

10.1 Diagnostic and Usage Data

If You opt in to diagnostic and usage collection, You agree that SOTI, its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information in the form of metadata, including but not limited to technical information about Your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to You (if any) related to the Software, and to verify compliance with the terms of this Agreement. SOTI may use this information, as long as it is collected in a form that does not personally identify You, to provide and improve SOTI's products and services. To enable SOTI's partners and third party providers to improve their software, hardware and services designed for use with SOTI products, SOTI may also provide any such partner or third party provider with a subset of diagnostic information that is relevant to that partner's or provider's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify You.

10.2 Location Data

SOTI, its partners and licensees may provide certain services through Your Device that relies upon location information. To provide and improve these services, where available, and on the basis that Devices are GPS capable, SOTI, its partners and licensees may transmit, collect, maintain, process and use Your location data in the form of metadata, including the real-time geographic location of Your Device, and location search queries. The location data and queries collected by SOTI are collected in a form that does not personally identify You and may be used by SOTI, its partners and licensees to provide and improve location-based products and services. By using any location-based services on Your Device, You agree and consent to SOTI's, its partners' and licensees' transmission, collection, maintenance, processing and use of Your location data and queries to provide and improve such products and services. You may withdraw this consent at any time by disabling the location-based features in Your Device. Not using these location features will not impact the non-location-based functionality of Your Device. When using third party applications or services on Your Device that use or provide location data, You are subject to and should review such third party's terms and privacy policy on use of location data by such third party applications or services.

10.3 Protection of Licensee Data

Without limiting the above, SOTI shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. SOTI shall not (a) modify Licensee Data, (b) disclose Licensee Data except as compelled by law or as expressly permitted in writing by Licensee, or (c) access Licensee Data except to provide the Software and related services or prevent or address service or technical problems, or at Licensee request in connection with customer support matters.

10.4 Usage Limitations.

Licensee's optimal use of the Software may be subject to limitations based on the nature of the environment, which is subject to change from time to time. Such factors, including but not limited to, the number of devices on a particular instance, quantity of Software rules, frequency and/or retention of Licensee Data storage. Any such limitations are specified in the User Guide.

SMS messaging is not intended for broadcast purposes, and such features may be used solely for emergency purposes. Additional charges may apply.

10.5 Privacy Policy

At all times Licensee information will be treated in accordance with SOTI's Privacy Policy as provided for and made available on the SOTI website.

10.6 Content

Any and all content stored or accessed with the Software is the property of the applicable content owner and is protected by applicable law. Licensee is not granted any rights by SOTI to such content. SOTI is not liable for any content created, shared or published using the Software by Licensee.

11. Confidentiality

In the course of performing this Agreement, either party (the "Disclosing Party") may find it necessary to disclose to the other party (the "Receiving Party"), or Receiving Party may otherwise obtain from the Disclosing Party, certain information which is confidential information. "Confidential Information" means all information, that is identified orally or in writing as being confidential or information that is obviously confidential by its nature or is used in a context where the Receiving Party should have reasonably understood that the information should be treated as confidential, whether or not the word "confidential" is used. Confidential Information includes, but is not limited to, technical, financial or commercial information, trade secrets, knowhow, patents or patent pending filings, business plans, projections, marketing plans, client lists, customer lists and other information regarding customers or customer relationships, product plans and costs, methods of operation, schematics, studies, proposal strategy, specifications, drawings, photographs, models, mock-ups, designs, test results, research, process and fabrication information, programming code, computer software, software tools and descriptions of functions and features of software, source code, computer hardware designs and all other related materials that contain or reflect in whole or in part any such information or materials. Confidential Information does not include information (i) which was known to the Recipient prior to disclosure by the Discloser, and for which the Recipient can provide evidence that it was in its lawful possession free of any obligations to keep it confidential; (ii) which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Agreement; (iii) which is independently developed by the Receiving Party; (iv) which is approved for release by prior written consent of the Disclosing Party; (v) which is received by the Receiving Party from a third party and there was no knowledge or reason to know on the part of the Receiving Party that the third party had obtained the information from the Disclosing Party under obligation of confidentiality; and (vi) which is required to be disclosed by governmental or judicial order or applicable law. The Receiving Party shall use Confidential Information received solely for the purpose of performing its obligations under this Agreement. The Receiving Party may disclose Confidential Information on a strictly "need to know" basis to its officers, contractors, or employees if each of such officer, contractor, or employee is also bound by a confidentiality agreement to protect the Confidential Information under conditions substantially similar as indicated in this Agreement, but in no event less than reasonable care. In the event the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

12. LIMITED WARRANTY

Except as specifically stated in this Agreement, the Software is provided and licensed "AS IS" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. SOTI warrants that the Software will substantially perform the functions or

generally conform to the Documentation published by SOTI and included with the Software download for a period of ninety (90) days following the date on which the Licensee begins using the software after downloading and inputting the license keys provided by SOTI.

If the Software does not substantially perform the functions or generally conform to the Documentation published by SOTI, the Licensee may within thirty (30) days of delivery write to SOTI to report a significant defect. If, in SOTI's discretion, SOTI is unable to correct the defect within ninety (90) days of receiving your report, the Licensee may terminate this Agreement by returning the Software with the original receipt and the Licensee's will be refunded.

SOTI does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be entirely error free or appear precisely as described in the Documentation. SOTI does not guarantee the performance of the Software for use under every possible configuration, including but not limited to failure of the Software due to third party software or the Licensee's computer hardware or network.

SOTI will not warrant any Software: (1) that has not been used in accordance with this Agreement and the Documentation; (ii) that has been altered in any way by Licensee or any third party not under the control of SOTI, or their employees or agents; (iii) that is used in an operating environment other than as specified in the Documentation; (iv) where such nonconformity in the Software is due to abuse, neglect, or other improper use by the Licensee; or (v) where reported errors or nonconformities cannot be reproduced by SOTI, working, in good faith, with Licensee's assistance.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL SOTI OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OF THIRD PARTIES CLAIMED AGAINST THE LICENSEE OR FOR PERSONAL INJURY, DEATH, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS,

LOSS OF REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS, LOSS AND/OR HARM OF DATA, DATA LEAKAGE, BUSINESS

INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES INCLUDING COSTS ASSOCIATED WITH DATA USAGE

OVER COMMUNICATION NETWORKS (E.G. CELLULAR), ARISING OUT OF OR RELATED TO LICENSEES USE OR INABILITY TO

USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE)

AND EVEN IF SOTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WILL SOTI AND ITS SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, ANY ALLEGED OR ACTUAL IMPROPER USE OR INSTALLATION OF THE SOFTWARE BY LICENSEE, ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT, FRAUD OR FAILURE OF THE SOFTWARE DUE TO THIRD PARTIES SOFTWARE OR THE LICENSEE'S COMPUTER NETWORK. IN ANY CASE THE TOTAL LIABILITY OF SOTI AND ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE WITHIN TWELVE (12) MONTHS PRECEDING THE CLAIM ("PERIOD") LESS THE AMOUNT CONSUMED FOR SUPPORT AND MAINTENANCE IN THE PERIOD PRECEDING THE CLAIM.

14. INDEMNIFICATION

Either party shall hold harmless the other party including its staff, officers, directors, partners and controlling persons from and against any and all third party claims, arising out of or relating to the indemnifying party's: (i)

alleged or actual negligent acts or omissions, willful misconduct or fraud in connection with this Agreement, (ii) alleged or actual breach of this Agreement; (iii) alleged or actual violation of any statute, law, ordinance or regulation, or (iv) alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party.

15. TERM AND TERMINATION

15.1 Term of Agreement

This Agreement commences on the date the Licensee accepts the terms of this Agreement by downloading the Software and continues until all perpetual or subscription licenses granted in accordance with this Agreement have expired or been terminated. If Licensee uses the Software for a free trial period and does not purchase a perpetual or subscription license before the end of that period, this Agreement will terminate at the end of the free trial period.

15.2. Term of Purchased Subscription Licenses

Subscription licenses purchased by Licensee commence on the start date specified in the applicable registration form and continue for the subscription term specified therein. Except as otherwise specified in the applicable registration form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless SOTI has provided the Licensee written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

15.3 Termination for Cause

Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Licensee agrees that SOTI may, at its sole discretion, at any time discontinue providing or limit access to the services, Software, website, any areas of the website or content provided on or through the website. SOTI will terminate or limit Licensee's access to or use of the services, Software or website if, under appropriate circumstances, Licensee is determined to be a repeat infringer of third party copyright rights. Licensee agrees that SOTI shall not be liable to Licensee or any third-party for any termination or limitation of Licensee's access to or use of the services, Software, website, or any content on or through the website.

15.4 Refund or Payment upon Termination

Upon any termination for cause by Licensee, SOTI or the respective authorized representative shall refund Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by SOTI, Licensee shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve Licensee of the obligation to pay any fees payable to SOTI or its respective authorized representative for the period prior to the effective date of termination.

16. MISCELLANEOUS

16.1 High Risk Activity

THE SOFTWARE MUST NOT BE USED FOR ANY HIGH RISK OR STRICT LIABILITY ACTIVITY. REAL TIME LOCATION DATA

ACCESSED VIA THE SOFTWARE MAY BE INACCURATE OR INCOMPLETE. LICENSEE'S USE OF THIS SOFTWARE IS AT ITS SOLE

RISK. Licensee shall not use the software for, including, without limitation, nuclear energy equipment, air or space traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the Software to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses. Any attempt to do so shall be deemed as a material breach under this Agreement.

16.2 Force Majeure

Except for payment obligations, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control that are not due to the negligence or misconduct of the party claiming relief under this section, including, without limitation, fire or other casualty, act of God, war, terrorism, or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such party, provided that such party has informed the other party of such force majeure event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and such party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable.

16.3 Applicable Law

This agreement shall be governed by and construed under the laws of the Province of Ontario, Canada. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of the Province of Ontario, Canada.

16.4 Amendments & Severability

This Agreement may not be amended or modified unless in writing, as mutually agreed and signed, by both SOTI and the

Licensee. If any provision of this Agreement is found to be invalid or unenforceable to any extent, then the invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other provisions of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16.5 Audits

Licensee shall maintain records regarding the number of licensed Devices monitored by the Software and shall make such information available to SOTI upon request

16.6 Assignment

This Agreement, including any rights, or obligations under this license, may not be assigned or otherwise transferred by the Licensee to any other person, corporation or similar entity without the prior written consent of SOTI and any attempt to do so in violation of the terms hereof shall be null and void.

16.7 No Third Party Beneficiaries

This Agreement is for the benefit of the Licensee and SOTI and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

16.8 Language

In the event SOTI or another party has provided the Licensee with a translation of this Agreement from the

English language to another language, the Licensee agrees that such translation is provided for convenience only; that the English version of this Agreement governs the relationship between SOTI and the Licensee; and, if there is any conflict between the English version of this Agreement and the translated version, the English version shall take precedence. All disputes under this Agreement shall be resolved in the English language.

16.9 Waiver

Neither the failure nor any delay by any Party in exercising any right under this Agreement will operate as a waiver of such right.

16.10 Notice

Any questions or concerns regarding this Agreement should be made in writing to the following:

SOTI Inc, 5770 Hurontario Street, Suite 1100, Mississauga, Ontario, Canada, L5R 3G5

Attn: Legal / Contracts

Email: legal@soti.net

Phone: + 1 905 624 9828 or 1 888 624 9828

Fax: + 1 905 624 3242

17. PRODUCT SUPPORT AND MAINTENANCE SERVICES

Software support and maintenance services shall be governed by the most current SOTI MobiControl Service Level Terms (“Services”) which is incorporated by reference into this Agreement and made available through the following <http://www.soti.net/mcsla.pdf>).

Services for on premise perpetual Software must be purchased for specific terms (“Service Contract”), at a minimum of no less than a period of twelve (12) months, from the date of activation or from the date of renewal of the Service Contract. SOTI shall perform for Licensee, Services with respect to the Software on the condition that the Licensee has a valid Service Contract with SOTI.

Services for subscription as a service and cloud versions of the Software are incorporated with purchase.

SOTI has the right to deny access to the Services should the Licensee fail to have an active Service Contract. It is understood that SOTI cannot guarantee the Services if Licensee tampers or modifies the SQL Database unless explicitly discussed and agreed to in writing with SOTI.

Should SOTI be requested to provide services to the Licensee beyond SOTI’s standard Services, the resulting services shall be provided to the Licensee by SOTI Professional Services, service terms of which are incorporated by reference into this License and made available through the following <http://www.soti.net/policies/professional-services-terms-and-conditions/> , billed at SOTI’s then-current rates for professional services, and invoiced to the Licensee as provided in this Agreement. All professional services provided at Licensee’s site shall be subject to SOTI’s then-current expense reimbursement policies.

G. Ford Terms

If you are using Ford embedded telematics systems in your vehicles (“**Ford Telematics**”) and Geotab is accessing data gathered by the Ford Telematics, the following terms apply to you:

1. By providing a VIN of a Ford Telematics enabled vehicle to Geotab you:
 - a. Represent and warrant that you have properly enrolled the provided VIN with Ford;

- b. Represent and warrant that you are legally entitled to activate the provided VIN with Geotab;
 - c. Understand and agree that Ford has certain rights to the data gathered by the Ford Telematics that depend on your agreement with Ford and that Geotab has no influence or control over Ford or the uses to which Ford may put the data gathered by the Ford Telematics;
 - d. Understand and agree that the data received by Geotab from the Ford Telematics (“**Ford Telematics Data**”) may be limited by factors outside of Geotab’s control, for example, issues related to cellular coverage, carrier outages, carrier network service interruptions, modem deactivation and/or tampering, material failure of data supplying components on the vehicle and any actions taken by you or Ford that alter or limit the data flow before the data is received by Geotab;
 - e. Represent and warrant that you will notify the driver and other occupants of the vehicle that Ford Telematics Data is being collected and shared with Geotab in accordance with your obligations under all applicable laws and industry best practices.
2. For VINs you provide to Geotab in accordance with Section 1 of these Ford Terms, above, Geotab will:
 - a. Receive Ford Telematics Data from Ford for the VINs provided by you;
 - b. Store, retrieve, display and generally make available to you the Ford Telematics Data.
3. Termination
 - a. Geotab may terminate further access to Ford Telematics Data: (i) on 30 days written notice to you, or (ii) without notice to you in the event that circumstances become such that continuing to provide the Ford Telematics Data to you would impose a commercially unreasonable burden on Geotab.
 - b. You may un-enroll a vehicle at any time through our website, myadmin.geotab.com, or other such method as Geotab may provide.
4. DISCLAIMER.
 - a. Geotab does not guarantee the quality, quantity or reliability of the Ford Telematics Data.
 - b. Geotab is not responsible for data security for the Ford Telematics Data before that data arrives at Geotab servers.
 - c. THE FORD TELEMATICS DATA IS PROVIDED “AS IS”, AND GEOTAB MAKES NO ADDITIONAL WARRANTIES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, OR OTHERWISE.
 - d. OTHER THAN AS EXPLICITLY PROVIDED IN THIS AGREEMENT, GEOTAB EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR THAT THE SERVICES

WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT GEOTAB WILL CORRECT ANY SERVICE ERRORS;

- e. FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND GEOTAB'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE CLAIM OR, IF (A) GEOTAB CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, OR (B) GEOTAB COULD SUBSTANTIALLY CORRECT THE DEFICIENCY BUT THE CORRECTION OR MANNER OF CORRECTION IS NOT COMMERCIALY REASONABLE, IN GEOTAB'S DISCRETION, THEN IN EITHER INSTANCE YOU MAY TERMINATE THE DEFICIENT SERVICES AND GEOTAB WILL REFUND TO YOU THE PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
5. Indemnity. To the fullest extent permitted by applicable law, you will indemnify Geotab, its Affiliates, and their respective directors, officers, employees and agents for all expenses (including attorney fees, settlements, and judgments) incurred by Geotab in connection with all third party claims (including lawsuits, administrative claims, regulatory actions, and other proceedings) to the extent they arise from (a) your representations, performance or obligations under these Ford Terms, (b) your violations of any applicable law, ordinance or regulation or government authorization or orders with respect to the Ford Telematics Data, (c) your improper access or use of Ford Telematics Data; (d) any claim that you violate any intellectual property rights of a third party; or (e) any claim brought by anyone utilizing your vehicle, for your failure to provide proper notice or gather consent for the use or sharing of the Ford Telematics Data.
 6. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE FORD TELEMATICS DATA, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS TO YOU RELATING TO THE FORD TELEMATICS DATA, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY YOU UNDER THIS AGREEMENT FOR FORD TELEMATICS DURING THE ONE-YEAR PERIOD PRECEDING THE DATE OF THE CLAIM. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE YOU PROVIDE NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

