

# GEOFORCE CANADIAN TERMS AND CONDITIONS

**1. License.** For so long as We (Geoforce, Inc. or one of its affiliates [collectively “**We**” or “**Our**”) agree to accept Your “**Order**” (written request for services on a mutually signed Geoforce Quote) and continue to receive timely and proper payment We hereby grant You, any of your affiliates, and anyone that has access to Our Service through you (“**You**”/“**Customer**”/“**Authorized Users**”), all the rights set forth in this agreement subject to Your compliance with the obligations contained within it and all applicable laws (“**Authorized Use**”). To be clear, this “**Agreement**” shall mean this document, any applicable addendums, any mutually agreed statements of work issued under this Agreement, and any outstanding Order(s). This Agreement shall stay in place for so long as services are provided to you.

The Software provided to You under this Agreement for use in connection with the Services is licensed to You and not sold. Subject to compliance with this Agreement and payment of all applicable fees, We are hereby granting to You a non-transferable, non-sublicenseable, non-exclusive, royalty free license to use the Software in a fully assembled state during the Term solely for Your own internal business use and not for any improper purpose including but not limited to misappropriation of Our intellectual property or the building of a competing product.

## 2. Deliverables to Customer.

**A. Specific Rights.** Pursuant to this Agreement You get the right to own Hardware, you are licensed Software, and you are given recurring access (via subscriptions) to the relevant system(s). You may also request, from time to time, on mutually agreed terms, customized professional or field services. The Hardware, Software, subscriptions and professional and field services all together are referred to herein as the “**Service**” etc. The Service combines web-based software with GPS and/or other wireless devices to allow You to locate, track, and manage assets around the world. We will provide You with access to the Service via the internet or, if desired, through connection to Your applications or systems. The Service does not include perpetual monitoring of Your device’s battery health and physical status by Geoforce. Further any modifications to Your data feed configurations after initial set up required as a result of Customer initiated changes are not included in the Standard Service.

**B. Term.** This Agreement continues for so long as You order any Service. The initial term of any Quote (the “**Initial Term**”) shall be as set forth in the Quote or, if none, then 12 months following the service start date for a traditional purchase model order or 36 months for a GAAS order unless otherwise agreed in a mutually signed writing. Upon expiration of the Initial Term, the Order shall automatically renew as set forth in the Quote. If not specified in the Quote the renewal shall be on a month to month basis (each, a “**Renewal Term**”). “**Term**” is defined as the Initial Term plus any Renewal Terms.

However, a Quote can be non-renewed by giving 30 days’ notice prior to the end of the current term. In addition, either Party can terminate any Order at any time for material breach of the Order or this Agreement and (if such a breach is remediable) the failure of the breaching Party to begin to remedy that breach within ten (10) days of receipt of notice in writing of the breach and failure to cure within 30 days. A breach of the Agreement by any of your affiliates shall be considered a breach by You.

**C. Billing Options Available.** You have two billing options available. You may purchase your hardware and pay for subscriptions to Our Service with a traditional time-bound warranty (minimum one year extendable at additional cost) (our “**Traditional Purchase Model**” aka “**TPM**”) or you may purchase our “**Geoforce as a Service Model**” aka “**GAAS**” model where you get to utilize our hardware and Services for so long as you pay subscriptions with Our Device Assurance guaranty (i.e. perpetual warranty) for the life of your service. Prices are those then in effect unless otherwise mutually agreed in writing.

**D. Payment Terms.** All prices are due in US dollars or the currency in which the Geoforce affiliate is located. Each fee is exclusive (meaning such other costs shall be added to the price of the Service) of any applicable sales tax and shipping and handling costs for delivery beyond make ready at our dock (i.e. Ex Works Geoforce). If a sale is for delivery outside of the US, such additional charges may also include any applicable withholding tax, and/or VAT/GST tax, customs charges, import/export charges and any other fees, taxes costs or charges applicable to the Services. The price, shipping and handling costs, and any applicable fees and taxes are referred to collectively as the “**Fees**” or “**Price**”. Unless otherwise agreed in writing, payments are due net 30 and pursuant to the terms of any relevant Order and, (if for sales outside the US ), will be calculated based on the exchange rate in effect as of the date of invoice as determined in Our sole discretion.

Any amount not paid on or before the due date shall bear interest at a rate of 1.5% per month compounded (nineteen point five-six (19.56%) per annum), or the maximum allowed by law, whichever is less, calculated from the date payment is due until the date payment is made. If an undisputed invoice for services remains unpaid for 30 days after its receipt, You are subject to immediate loss of any applicable volume or other discount to list price for the invoice at issue.

- E. Early Termination Buy Out Right.** We are looking forward to a long-term relationship. However, if you need to terminate our relationship early without cause, You may exercise Your right to a Buy-Out of your contract for 100% of the remaining subscriptions owed for the current Term. If you properly terminate for cause in good faith then the buyout doesn't apply.
- F. Follow On Orders.** You may order additional Hardware or purchase additional Services during the Initial Term. After the Initial Term or any Renewal Term, We reserve the right to increase Our prices and to provide Service only upon mutually agreeable terms.
- G. Delivery Arrangements.** Delivery terms are ex-works Geoforce meaning while We will be pleased to make arrangements on Your behalf, You will be billed for shipping costs for delivery from our dock to your requested delivery site unless you would like to send someone to pick up your delivery. We shall take all reasonable commercial efforts to endeavor to ship Hardware on or before the earlier of the date specified in the applicable Order or a date equal to four weeks after receipt of a final and signed Order ("**Delivery Date**"). However, the Parties understand that all Delivery Dates are estimates only. If We are physically delivering the devices as well as installing the Hardware within the US, Australia, Brazil, or Canada ("**Geoforce Location**") title is instead transferred upon the date that the installation of Hardware is complete (or the date offered to be completed by Us, if earlier). In the event You need delivery outside Geoforce Locations we will be glad to assist you as your agent in exporting and importing the devices on your behalf.
- H. Availability of Service.** Web and data services provided will generally be available 99.9% of the time on a monthly basis (the "**Service Level**"). We will use all commercially reasonable efforts to maintain the Service Level. If We are unable to provide the Service Level for a commercially reasonable period of time, Purchaser may cancel the affected Service, without further payments, if We were given a commercially reasonable period of time to provide a reasonable remedy. The Service Level only covers Software and Geoforce web-based systems and excludes downtime caused by the following: routine scheduled maintenance, Hardware related failures outside of the conditions covered under any Hardware warranty or maintenance service, third party applications, and Force Majeure events.

### 3. Ownership of Data

- A. Customer Owns Data.** We do not own any data, information, or material that You or an Authorized User submits, or a third party submits on behalf of the You to the Service (the "**Customer Provided Data**"). We further do not own the data related to Your operations (the "**Customer Operational Data**") (altogether the Customer Provided Data and Customer Operational Data are together referred to herein as the "**Customer Data**"). You own the Customer Data although We reserve the right to monitor it to ensure compliance with this Agreement and applicable laws. You agree not to give or make available Your usernames or passwords or other means to access Your account to any unauthorized individuals. We will not disclose, distribute, sell, share, rent, or otherwise transfer any non-anonymized Customer Data to any third party, except as approved by Customer (or its legal representative if it is in bankruptcy, reorganization or otherwise under the equivalent of a receivership) or otherwise compelled to do so under applicable law. You hereby grant Us a worldwide, royalty free, non-assignable and non-exclusive license to use the anonymized Customer Data for improvement and expansion of Our products and services. One data archive is available once per year upon Customer request. If Service is terminated, We will make available to You a file of the Customer Data within 30 days of Your written request made at any time within 90 days of a termination of Service.
- B. Data Will be Managed Under Our Privacy Policy Terms.** We collect certain information about You and Your Authorized Users, including (without limitation) generation of usernames and passwords. By executing this Agreement, You are agreeing, on behalf of Yourself and Your Authorized Users, to Our Privacy Policy (available on Our website) as it may be amended from time to time, and are agreeing that all information, including Your personal information, collected by Us may be stored and processed in the United States (U.S.) or any other country in which We or Our agents, partners, or joint venturers maintain facilities including but not limited to Australia, Brazil, and Canada. Customer consents to any such transfer of information.

### 4. Customer Representations

- A. You Will Select an Appropriate Device for Your Environment.** You acknowledge that some of Our devices have EX ratings for various zones such as International Electrotechnical Commission (IEC) Explosive (EX), Atmosphere EXplosibles ("ATEX"), and Instituto Nacional de Metrologia, Qualidade, e Tecnologia (INMETRO) while some do not. You represent You are aware that various of Our products are more appropriate for particularly zoned environments. You represent that You have evaluated Your environment and zone requirements and will only purchase the most appropriate device for Your safety needs. You agree You, alone, are responsible for ensuring You purchase the appropriate device and that You will install and operate such device within Our prescribed instructions and those of the appropriate regulatory bodies. You further hereby agree to indemnify Us for any claim arising in any part due to a violation of this paragraph.

- B. You Will Manage Your Own Users.** You shall ensure compliance by Your Authorized Users with the terms of this Agreement and shall be responsible for terminating the use of Services by Authorized Users that continually or materially violate the terms of this Agreement. You shall either obtain an end user license from Your end users providing protection for Us substantially similar to that found in this Agreement (including by getting an acknowledgement they are bound directly to Us under this Agreement) or shall be deemed to be jointly and severally liable for any violations of this Agreement by Your Authorized Users.
- C. You Will Use the Service for Authorized Purposes.** You promise not to, and to cause Your Authorized Users not to: 1) make the Services or any data or content therein available to, or use any Service or data for the benefit of, anyone other than Yourself and Your customers in the ordinary course, 2) use the Services to store or transmit infringing material in violation of third-party privacy rights, 3) use the Services to store or transmit malicious code, or 4) interfere with or disrupt the integrity or performance of the Services or data or content contained therein. You further promise to remove promptly on Our request any content or data from the Services that a third-party licensor requires We remove or which may violate third party rights or applicable laws, and You agree that We may disable the Services to the degree necessary if You fail to do so.
- D. You Will Provide Appropriate Protection for Device Installation Personnel.** If any device installation services are provided You acknowledge that: (i) they may include drilling, taping, welding, the use of chemical adhesives, or other methods that may have an adverse effect on Your assets, (ii) We are not able to ascertain the effect such Services may have on Your assets, and (iii) You are responsible for providing direction to, and overseeing, Our personnel at Your site(s) to ensure there is no damage to Your assets.
- E. You Will Not Reverse Engineer.** You promise not to, and to cause your Authorized Users not to: 1) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or Proprietary Formats or any portion thereof, or otherwise derive its source code or Proprietary Formats, or otherwise circumvent any technological protection measure; 2) modify, port, translate, localize, or create derivative works of the Software or Proprietary Formats; 3) disclose the results of any performance tests or qualitative analysis on the Software to any third party without Our prior written consent, 4) provide access to Software or Proprietary Formats to parties that could reasonably be considered to be direct competitors to Us, or 5) while in possession of any part of the Services directly or indirectly attempt to develop or market a product that is similar to the Service in terms of features, functions, navigation, or general design without Our prior agreement.
- F. You Will Comply with Export Laws.** ANY MATERIALS WE MAKE AVAILABLE ARE SUBJECT TO CANADA AND UNITED STATES EXPORT LAWS AND REGULATIONS, INCLUDING CANADA'S EXPORT CONTROL LIST UNDER THE *EXPORT AND IMPORT PERMITS ACT*, R.S.C.1985, C. E-19. YOU AGREE TO, AND WILL CAUSE YOUR AUTHORIZED USERS TO, COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SERVICES OBTAINED FROM US. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE. YOU REPRESENT THAT YOU AND YOUR AUTHORIZED USERS ARE NOT NAMED ON ANY U.S. GOVERNMENT DENIED-PARTY LIST. YOU SHALL NOT PERMIT USERS TO ACCESS OR USE THE SERVICES IN ANY E.U. - OR U.S. - EMBARGOED COUNTRY OR IN VIOLATION OF ANY APPLICABLE EXPORT LAW OR REGULATION. THIS REQUIREMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- G. You Will Comply With Anti-Corruption Obligations In the Event of Resale or Distribution to Other End Users.** This provision applies only if You will be reselling, leasing, or otherwise providing Our products to third parties. In such event You acknowledge and agree that You have been provided with, have read, and understand Our Anti-Bribery and Anti-Corruption Policy. You agree that, upon request, You will certify compliance with Our Anti- Corruption (FCPA) Policy or a substantial equivalent (as determined by Us). You will provide anticorruption compliance training to any of Your employees who will be working with and on behalf of Us (if any) that interact or may interact with government officials. If You cannot provide anticorruption compliance training to these employees, You agree to ensure that these employees attend such training provided by Us. You will implement all necessary controls and procedures to ensure that any contractual relationship You enter into with any subcontractor or other third party acting on behalf of Us (if any) is permissible under the FCPA and the Our Anti-Bribery and Anti-Corruption (FCPA) policies. You must notify Us in advance if any subcontractor or other third party will be acting on behalf of Us in interactions with a government official or government, in which case You will ensure that such subcontractor or third party abides by Our Anti-Corruption Policy and undertakes anticorruption compliance training.

You warrant and agree that You and Your employees and any third parties will comply with all applicable laws, specifically including but not limited to, all applicable anti-corruption laws. You will not directly or indirectly offer or pay, or authorize such offer or payment, any money or anything of value to improperly seek to influence any government official decision-making or to gain a commercial or other unfair advantage. You have no owners, partners, officers, directors, executives, or employees who are government officials (other than someone you have informed Us of in writing). You undertake to update these representations or warranties if, during the performance of the Agreement, You or any owner, partner, officer, director, executive, or employee of You becomes a government official or if a government becomes an owner of You.

We shall have the right to terminate this Agreement for cause upon any violation of the provision and You agree to defend, indemnify, and hold US and Our respective officers, managers, directors, and employees harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Your failure to comply with requirements relating to anticorruption laws.

- H. **You Will Retain Regulatory Notices.** You also agree not to alter any certifications, regulatory or other notices on the Hardware as delivered by Us.

## 5. Acknowledgments

- A. **Geoforce Retains the Technology; You Are Obtaining a Right to Receive Services.** You acknowledge that some or all Hardware will transmit data in proprietary device message protocol formats ("**Proprietary Formats**"), and that such transmission of data, including the underlying satellite network communications, must be provided by Us, with any fees associated with such transmission to be included in the Price. Nevertheless, You acknowledge that We retain all rights to the Proprietary Formats, We will not disclose any Proprietary Formats to You, Authorized Users, or any third party, and You agree that You will not attempt to access, obtain or otherwise make, and will not allow its Authorized Users to make, any unauthorized use of any Proprietary Formats. Any attempt by You or an Authorized User to access, obtain or make unauthorized use of any Proprietary Formats (i.e. other than as specifically contemplated herein) shall be a material breach of this Agreement and shall entitle Us to immediately terminate this Agreement and pursue all remedies available, including, but not limited to, injunctive and other equitable relief. If You or an Authorized User accidentally receives any Proprietary Formats, You will immediately notify Us of such receipt and immediately return any such Proprietary Formats to Us.

Subject to the terms of this Agreement, You agree that all rights, title and interest in and to the Services (including but not limited to Hardware, Software, and all modifications, customizations, and derivative works), including any content therein and all worldwide trademarks, patent rights, copyrights, trade secrets, and all other intellectual property rights not otherwise granted herein belong to Us and/or Our suppliers or licensors. You agree that, subject to the limited rights expressly granted in this Agreement, We, on behalf of Ourselves and Our third-party licensors reserve all other rights, title and interest in and to the Services, including all intellectual property rights. The trademarks, service marks and trade names, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "**Trademarks**") used and displayed on the Services are registered and unregistered trademarks, service marks and/or trade dress of Ours and Our suppliers or licensors, and You may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. You agree not to, and to cause Your Authorized Users not to, remove or alter any copyright or other proprietary notices and shall cause You and Your Authorized Users to reproduce all such notices on aerial or satellite images produced, exported, copied, or created using the Services, all materials embodying such images, and upon tangible copies. Any rights not expressly granted herein are reserved to US.

- B. **Valid Claims for Warranty or Device Assurance Replacements Must Meet These Conditions.** If: 1) We are timely notified that the Hardware fails to operate because of a defect in materials or workmanship within the Warranty Period or Device Assurance period; 2) the failed Hardware is actively subscribed to the Service; and 3) Your account is in good standing, We will, at Our sole option and at no charge to You, repair or send a replacement for the Hardware to the location of initial export (if outside Geoforce Locations) noting You as the importer/exporter of record or arrange for the Hardware's repair or sending of a replacement or, in Our discretion, refund any monies paid for such. You are responsible for removal and replacement of any failed Hardware and shall return failed Hardware to Us within 30 days of Our determination to repair or send a replacement of such failed Hardware or We will charge You the full price of the replacement. **Warranty replacements do not extend the warranty therefore while any replacement device will continue to be covered under the original warranty period, it will not begin a new warranty period.** NEITHER WARRANTY NOR DEVICE ASSURANCE COVERS: a) HARDWARE THAT HAS BEEN TAMPERED WITH OR SERVICED WITHOUT OUR AUTHORIZATION; b) HARDWARE THAT HAS BEEN LOST OR STOLEN THROUGH NO FAULT OF OURS; OR c) HARDWARE SUBJECTED TO ABUSE, MISUSE, NEGLIGENCE, OR UNREASONABLY COMMERCIALY HARSH OPERATING ENVIRONMENTS AS OPPOSED TO INDUSTRY TYPICAL HARSH ENVIRONMENTS. EXCEPT AS SPECIFICALLY PROMISED ABOVE IN WRITING AND SOLD HARDWARE IS OFFERED "**AS IS**". WE DO NOT WARRANT THAT THE HARDWARE WILL MEET YOUR SPECIFIC NEEDS OR EXPECTATIONS (EXCEPT AS OUTLINED IN OUR SALES LITERATURE) OR THAT ANY PIECE OF HARDWARE WILL WORK ON ANY PARTICULAR NETWORKS. REPLACEMENTS OF HARDWARE OUTSIDE OF THE WARRANTY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, CUSTOMER INITIATED DAMAGE, SHALL BE PROVIDED UPON REQUEST AT OUR THEN CURRENT PRICE.
- C. **We have the Right to Use Suggestions to Improve Our Services.** You agree We are free to use any ideas that You send us for improvement of our Services on an unrestricted basis and at no charge.
- D. **We Are Not Responsible for Third Parties.** As part of the Services, We may provide hypertext links to sites on the Internet that are operated by unrelated third parties and contain certain third-party content. By clicking on or otherwise selecting any

such external hypertext link, You acknowledge that You will be leaving Our application and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused by the use of any third-party Content.

- E. All Other Warranties Are Excluded.** EXCEPT AS SET FORTH IN THIS DOCUMENT, WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES, TERMS OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, THAT ANY REMOTE ASSET OR PERSONNEL MONITORING SERVICES OR DEVICES WILL WORK OR ENSURE THE SAFETY OF PERSONS OR SECURITY OF ASSETS, OR DATA ACCURACY. WE FURTHER DISCLAIM WARRANTIES FOR THIRD PARTY APPLICATIONS SOME STATES, TERRITORIES, AND COUNTRIES DO NOT ALLOW CERTAIN WARRANTY EXCLUSIONS, SO, TO THAT EXTENT, THE ABOVE EXCLUSION MAY NOT APPLY.
- F. Terms Outside This Agreement and Any Order Do Not Apply.** The use of a PO or other non-Geoforce sales related document is often used for the administrative ease of a customer. We agree any special terms applicable to the sale must be included in the Order. No conflicting or additional terms in any other document, oral agreement or practice shall apply.
- G. You Are Responsible for Your Affiliates' Purchases.** You represent that You are an authorized representative of any affiliate of Yours that orders hereunder and have actual authority as a purchasing agent to, and hereby do, legally bind each member of any such company to the terms of this Agreement. You further represent You have informed, in writing, each company for which You purchase Services hereunder, that any: a) request for Services hereunder, b) any signed Order regarding Services, or c) use of the Services by any member of such company constitutes an acceptance of the terms of this Agreement as if such company signed the Order itself.

## 5. ADMINISTRATIVE PROVISIONS.

- A. Confidentiality Obligations Are Mutual.** Confidential Information means all information of either Party existing as of the Effective Date or thereafter developed in which there is a proprietary interest and for which there is a legitimate business reason for guarding against unauthorized use or disclosure, whether communicated orally or in writing. Confidential Information also includes all information received from third parties that either Party is obligated to treat as confidential. We and You hereby acknowledge that irreparable injury and damage will result from disclosure of Confidential Information to third parties, or utilization for purposes other than those connected with this Agreement. Confidential Information includes financial, commercial, scientific or technical information disclosed by one Party to the other Party.

The Parties agree, during the Term and continuing after termination of this Agreement, to use all reasonable care not to: (a) make each other's Confidential Information available in any form to any third party or (b) use each other's Confidential Information for any purpose other than in the performance of this Agreement for mutual benefit and promptly upon termination of this Agreement, to turn over the originals of such information to the other Party. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement.

Neither Party, however, shall have any liability to the other under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

1. is or becomes a part of the public domain through no act or omission of the other Party;
2. was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
3. is lawfully disclosed to the other Party by a Third Party without restriction on disclosure; or,
4. is independently developed by the other Party without use of or reference to the other Party's Confidential Information.

Notwithstanding the foregoing, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to be disclosed by law or valid Order of a court or other governmental authorities so long as reasonable prior written notice is given to the other Party.

- B. Liability is Limited.** IN NO EVENT WILL EITHER PARTY (INCLUDING, WITHOUT LIMITATION, ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, OR ASSIGNS), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, SAVINGS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE SERVICES REGARDLESS OF THE FORM OF ACTION, WHETHER

BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE), COMMON LAW DOCTRINES, EQUITABLE PRINCIPLES OR STATUTORY PROVISIONS, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS THE DAMAGES WERE ALLEGED TO HAVE ARISEN AS A RESULT OF A BREACH OF CONFIDENTIALITY OBLIGATIONS OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. FURTHER, IF EITHER PARTY SHOULD HAVE LIABILITY HEREUNDER (EXCEPT FOR BREACH OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY) THE TOTAL LIABILITY SHALL BE CAPPED AT THE AMOUNT OF FEES PAID FOR THE APPLICABLE PORTION OF THE SERVICES IN THE PRECEDING SIX (6) MONTHS.

BY PURCHASING OUR PRODUCTS THAT HAVE WI-FI CAPABILITY, YOU HEREBY FURTHER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THERE ARE SIGNIFICANT SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN ACCESSING OR TRANSMITTING INFORMATION THROUGH THE INTERNET, WHETHER THE CONNECTION IS FACILITATED THROUGH WIRED OR WIRELESS TECHNOLOGY. SECURITY ISSUES INCLUDE, WITHOUT LIMITATION, INTERCEPTION OF TRANSMISSIONS, LOSS OF DATA, AND THE INTRODUCTION OF VIRUSES AND OTHER PROGRAMS THAT CAN CORRUPT OR DAMAGE YOUR COMPUTER. ACCORDINGLY, YOU AGREE THAT NEITHER WE NOR THE NETWORK PROVIDER WILL BE LIABLE FOR ANY INTERCEPTION OR TRANSMISSIONS, COMPUTER WORMS OR VIRUSES, LOSS OF DATA, FILE CORRUPTION, HACKING OR DAMAGE TO YOUR COMPUTER OR OTHER DEVICES THAT RESULT FROM THE TRANSMISSION OR DOWNLOAD OF INFORMATION OR MATERIALS THROUGH THE INTERNET SERVICE PROVIDED. IF ABNORMAL, ILLEGAL, OR UNAUTHORIZED BEHAVIOR IS DETECTED, INCLUDING HEAVY CONSUMPTION OF BANDWIDTH, THE NETWORK PROVIDER RESERVES THE RIGHT TO PERMANENTLY DISCONNECT THE OFFENDING DEVICE FROM THE WIRELESS NETWORK.

- C. Mutual Indemnities.** Each Party agrees to indemnify, defend, and hold harmless the other and its Authorized Users, directors, managers, officers, agents, and employees (the "**Indemnified Parties**") for, from, and against any and all claims, demands, suits, costs of defense, attorneys' fees, losses, damages, expenses, and liabilities brought or asserted by a third party against the other Party for injury to or death of any person or persons, including but not limited to employees or subcontractors, or damage to third party property, including, but not limited to, property of subcontractors, to the extent arising from any gross negligence or willful misconduct by such Party and its agents but such liability shall be reduced by the percentage of fault attributable to any third party, or the Indemnified Parties. The Indemnified Parties maintain the right, at their discretion, to assume or participate, at the other Party's expense, in the investigation, settlement and defense of any action or claim to which they are entitled to indemnification. No such claim shall be settled without the Indemnified Parties' prior written consent unless such settlement includes a complete release of the Indemnified Parties from all liability and does not contain or contemplate any payment by Indemnified Parties or contain any injunctive or other equitable relief binding upon Indemnified Parties brought or asserted by a third party against the Indemnified Parties for injury to or death of any person or persons. We shall further defend and indemnify You against infringement claims.
- D. Method of Performance.** We subcontract Our contract manufacturing for our proprietary products and we are authorized resellers of various products. We also retain consultants from time to time to assist in developing our intellectual property. However, We never subcontract out any Service other than device installations from time to time.
- E. Acts of God.** Neither Party shall be liable for failure to perform its obligations hereunder if such non-performance is attributable to an act of God; war; terrorism; power outage; interruptions in third party telecommunications cellular, satellite, or terrestrial or other transmissions over which we have no control; supply shortages; fire or other casualty; acts of any governmental body; or other conditions beyond the non-performing Party's reasonable control including but not limited to the need to comply with applicable laws, but only for the time and to the extent such non-performance is occasioned.
- F. Compliance With the Law.** You warrant and agree that You and Your employees and any third parties will comply with all applicable laws, specifically including but not limited to, all applicable anti-corruption laws. You will not directly or indirectly offer or pay, or authorize such offer or payment, any money or anything of value to improperly seek to influence any government official decision-making or to gain a commercial or other unfair advantage. You have no owners, partners, officers, directors, executives, or employees who are government officials (other than someone you have informed Us of in writing). You undertake to update these Representations or Warranties if, during the performance of the Agreement, You, or any owner, partner, officer, director, executive, or employee becomes a government official or if a government becomes an owner of Customer.
- G. Deletion of Provisions Does Not Negate Agreement.** If any provision(s) of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by Geoforce.

**H. Mutual Assignment Rights.** Either Party may, without the prior consent of the other, assign all of its rights under this Agreement to a financially solvent affiliate or a purchaser of all or substantially all the assets or equity of their company. This Agreement shall be binding and inures to the benefit of the Parties and their respective successors and permitted assigns.

**I. Dispute Administration**

- 1. Arbitration for Most Disputes.** All disputes (except those related to intellectual property matters or licensing and confidentiality matters which shall be litigated) between the Parties arising out of this Agreement will be fully and finally settled (all appeals are hereby waived except errors as to law) by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association as may be amended from time to time. The Parties agree that the courts may grant injunctive relief and/or enter judgment on any award hereunder.
- 2. Administrative Issues.** The prevailing Party in litigation or arbitration shall be entitled to attorneys' fees and costs (including collection costs). The Parties hereby expressly consent to a) service of process being effected upon them by registered mail, and b) the uncontested enforcement of a final judgment or award in any other jurisdiction wherein it or any of its assets are present.

**J. Issues Regarding Government Sales, if Any.** The Service is a "commercial item" as that term is defined at FAR 2.101. If You are a Federal Legislative Agency or Federal Judicial Agency You shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this section, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable License to be effective. This section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses government rights in computer software or technical data under this Agreement.

**K. UN Treaty Does Not Apply.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**L. Right to Injunctions In Certain Cases.** In the event of a breach of Sections 4D-4G and 6A and L of this Agreement the Parties agree that the non-breaching Party could suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching Party may be impossible to calculate and accordingly, the Parties agree that the non-breaching Party shall be entitled to seek temporary, preliminary and/or permanent injunctive relief against the breaching Party, its officers or employees, in addition to such other rights and remedies to which it may be entitled to at law or in equity.

**M. Mutual Limited Audit Rights.** Upon request, if either Party has reasonable cause to believe the other is in breach or is injuring the other, such Party may request written assurance that the other is not in breach and may, upon reasonable prior written notice, be timely provided the other's relevant records, accounts, and books relating to use or provision of the Services to ensure compliance with this Agreement.

**N. This is the Entire Agreement.** This document together with any applicable addendum (*including but not limited to those with regard to the following services: Globalstar Satellite Service EULA Addendum, Iridium Satellite Service EULA Addendum, Geotab Service EULA Addendum, driveTIME/Lone Worker/VisTracks Services EULA Addendum, and Lone Worker Services EULA Addendum*), statements of work and Orders issued hereunder constitute the entire agreement between the Parties with respect to the subject matter hereof. The Parties agree that no oral modifications or modifications by custom and practice may be made to this Agreement nor may either Party waive its rights orally or by custom or practice about terms addressing exclusion of conflicting or additional terms or terms addressing price, payment, title, delivery, or warranty issues.

**O. Titles and Headings Are For Convenience Only.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**P. Mutual Good Faith Obligation.** The Parties agree to perform in good faith under this Agreement.

**This Agreement has been reviewed and is approved by our respective duly authorized representatives signing below:**

**YOU**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**GEOFORCE CANADA IOT SOLUTIONS LTD.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Job Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

## **ADDENDUMS**

Depending on which satellite service provider You select or which product You purchase, one or more of the following addendums also apply to Your purchase. No service is authorized without compliance with the following terms and the use of any of the following services is deemed acceptance of these terms.

## GLOBALSTAR SATELLITE SERVICE EULA ADDENDUM

### **ANY PURCHASE OR USE OF A GLOBALSTAR PRODUCT IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE APPENDIX, AS MAY BE PERIODICALLY UPDATED.**

Purchaser affirms that it has read and agrees to this Globalstar Satellite Service EULA Addendum as follows. In the event of conflict between these terms and those in the body of the agreement, the addendum controls:

1. **DISRUPTIONS IN SERVICE.** The provision of Service to Purchaser relies on the proper functioning of Geoforce and Purchaser's equipment, as well as the proper functioning of the equipment forming the Globalstar System not under Geoforce's control. Geoforce's obligations to provide Service to Purchaser is subject to each of the following:

(a) The proper functioning of the satellite system owned by Globalstar;

(b) The proper functioning of any third party Gateway operator or carrier system relied upon to complete a transmission or call (such as long-distance, roaming, exchange or interconnection providers); and

(c) The availability of capacity on the Globalstar satellite system.

2. **SYSTEM LIMITATIONS.** Be advised of the following constraints on Geoforce's ability to provide Service without disruption:

(a) Each of Geoforce's system and the Company satellite system is inherently capacity constrained;

(b) Service may be refused or limited, without liability to Geoforce or Globalstar, due to capacity limitations, including capacity limitations due to any repair, testing, upgrade or modification work on either Geoforce's system or the Globalstar satellite system;

(c) Emergency access on the Globalstar System by public safety organizations may preempt Purchasers' use on the system;

(d) Service is subject to disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions;

3. **EQUIPMENT.** Equipment used on the Globalstar system is either Globalstar Registered or Globalstar Certified.

(a) Globalstar Certified products have been tested to ensure that their performance meets Globalstar's certification performance specifications. Certified Products, when used with a clear view of the sky and no local interference, will provide the message success rates advertised on the online Simplex Coverage map at [www.globalstar.com](http://www.globalstar.com).

(b) Globalstar Registered products are approved for operation on the Globalstar System but have no associated performance requirements. The effective coverage area for Globalstar Registered Products may differ from the coverage advertised for Globalstar Certified Products and displayed on the online Simplex Coverage map at [www.globalstar.com](http://www.globalstar.com).

4. **ROAMING.** Every nation has the sovereign right to specify limits on roaming. It is the Purchaser's responsibility to be cognizant of, and compliant with any laws or requirements imposed by the location that they roam into, and to confirm that they are allowed to use the equipment in that location. The Company is not liable for confiscation of equipment, lost revenue, fines, penalties or any other consequences resulting from illegal or disallowed roaming usage.

5. **LIMITATION OF LIABILITY.** Purchaser acknowledges and agrees that its sole remedy for damages due to any failure, disruption or degradation in Service shall be limited to the charges imposed for the affected Service for the period such failure, disruption or degradation occurred. **IN NO EVENT SHALL GLOBALSTAR BE LIABLE, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.**

## IRIDIUM SATELLITE SERVICE EULA ADDENDUM

**ANY PURCHASE OR USE OF AN IRIDIUM PRODUCT IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE APPENDIX, AS MAY BE PERIODICALLY UPDATED.** Purchaser affirms that it has read and agrees to this Iridium Satellite Service EULA Addendum as follows. In the event of conflict between these terms and those in the body of the agreement, the addendum controls:

1. **DISCLOSURE OF USER INFORMATION.** By using any product using Iridium Satellite Services Purchaser consents to Iridium's disclosure of user information, including but not limited to name, address, telephone number and location information, including, where available, the geographic coordinates of equipment, to governmental and quasi- governmental agencies where Iridium deems it necessary in its sole discretion to respond to an exigent circumstance.

2. **LIMITED WARRANTY.** Further Purchaser is required to comply with the terms of the Limited Warranty offered by Iridium, as well as all terms and conditions that are provided by Iridium and Geoforce, as such terms and conditions may change from time to time. Iridium may establish additional terms and conditions for Geoforce, and Geoforce may also establish additional terms and conditions from time to time. In the event any Iridium term or condition conflicts with any Geoforce term or condition, the Iridium term or condition shall govern with respect to Iridium liability. Geoforce will be provided with notice of any new Iridium terms and conditions or any changes in the Iridium terms and conditions which will be effective as of its receipt.

3. **MODIFICATION OF 9603 MODEM COMPONENT OF GT2.** Purchaser may not modify the 9603 ("**Iridium Modem**") or any component of the 9603. Purchaser may not reverse-engineer, or attempt to reverse-engineer, the 9603, any component of any 9603 or the manner in which the 9603 connects to, sends information to, receives information from, or otherwise interacts with the Iridium system.

Purchaser is required to comply with all applicable laws and regulations in its use of the 9603. To the extent that Purchaser either: (i) violates Iridium's Limited Warranty, the terms and conditions applicable to the Iridium system or other agreements between Geoforce and Iridium, or between Geoforce and Purchaser; (ii) utilize a product other than Iridium-Certified Equipment with the 9603 or on the Iridium system; (iii) modify the 9603 or any 9603 component, reverse-engineer the 9603 or any 9603 component or attempt to do so; or (iv) violate any applicable laws or regulations (collectively "Unauthorized Use"), Purchaser agrees to defend, indemnify and hold Iridium harmless with respect to any claims or actions by governmental entities or other third parties related to the Unauthorized Use and to pay all costs, damages, fines and other amounts incurred by us, or on Iridium's behalf, in the defense of any such claims or actions. Further, Iridium specifically disallows any liability and will not credit back airtime charges related to any unauthorized use.

In addition to Iridium's express reservation of other remedies available, Iridium reserves the right to discontinue providing Iridium Satellite Services to the Purchaser and/or to disable their 9603's access to the Iridium system. If Iridium reasonably believes that the user is in engaged in any Unauthorized Use, Iridium may seek equitable relief to prevent such unauthorized use without having to wait to see if damage to the Iridium system occurs.

#### 4. SOFTWARE LICENSE

To the extent Purchaser obtains the right to use any firmware or other iridium software the following terms apply:

(a) **License.** Conditioned upon compliance with the terms and conditions of this Limited Warranty, Iridium grants to Purchaser a nonexclusive and nontransferable license to use the Software and the Documentation. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by Iridium with the Software in any manner. You shall use the Software solely as embedded in (or, if downloaded, as provided via download), for execution on, and for communication via the Iridium system.

No other licenses are granted, by implication, estoppel or otherwise.

(b) **General Limitations.** This is a license, not a transfer of title, to the Software and Documentation, and Iridium retains ownership of all copies of the Software and Documentation. Purchaser acknowledges that the Software and Documentation contain trade secrets of Iridium or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided, Purchaser shall have no right, and specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Iridium relicensing/transfer policy then in force), or use the Software on unauthorized or secondhand Iridium equipment, and acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- (iv) use or permit the Software to be on a service bureau or time sharing basis or otherwise, without the express written authorization of Iridium; or
- (v) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iridium. Purchaser shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Purchaser's written request, Iridium shall provide Purchaser with the interface information needed to achieve interoperability between the Software and another independently-created program, on payment of Iridium's applicable fee, if any. Purchaser shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iridium makes such information available.

**(c) Software, Upgrades and Additional Copies.** "Software" shall include computer programs, including firmware, as provided to you by Iridium or Geoforce, and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies of any of the foregoing. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LIMITED WARRANTY: (1) UNLESS AUTHORIZED BY IRIDIUM, PURCHASER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES. IRIDIUM MAY MAKE SOFTWARE AVAILABLE BASED ON ADDITIONAL TERMS; (2) USE OF UPGRADES IS LIMITED TO IRIDIUM EQUIPMENT FOR WHICH YOU ARE THE ORIGINAL END USER PURCHASER OR OTHERWISE HOLD A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

**(d) Proprietary Notices.** You agree to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized, you shall not make any copies or duplicates of any Software without the prior written permission of Iridium.

**(e) Term and Termination.** The license granted herein shall remain effective until terminated. Purchaser may terminate the license at any time by destroying all copies of Software and any Documentation. Purchaser's rights under the license will terminate immediately without notice from Iridium if Purchaser fails to comply with any provision of the license and Limited Warranty. Upon termination, Purchaser shall destroy all copies of Software and Documentation in its possession or control. All of Purchaser's confidentiality obligations and all limitations of liability and disclaimers and restrictions of warranty shall survive termination.

**(f) Export, Re-Export, Transfer and Use Controls.** The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Iridium are subject to export controls under the laws and regulations of the United States (U.S.). Purchaser shall comply with such laws and regulations governing export, re-export, transfer and use of Iridium Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Geoforce and Purchaser each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

**(g) U.S. Government End User Purchasers.** The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Limited Warranty may be incorporated, Purchaser will acquire, as applicable, the Software and Documentation with only those rights set forth in this Limited Warranty. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

## GEOTAB SERVICE EULA ADDENDUM

**ANY PURCHASE OR USE OF A GEOTAB PRODUCT IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE APPENDIX, AS MAY BE PERIODICALLY UPDATED.**

Purchaser affirms that it has read and agrees to this Geotab Service EULA Addendum as follows. In the event of conflict between these terms and those in the body of the agreement, the addendum controls:

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

1. **LICENSE.** We grant Purchaser a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, "software") embodied in Products solely for Purchaser's own internal business purposes and solely in connection with Purchaser's use of our in-vehicle telematics devices, on the condition and so long as Purchaser complies with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicenseable. Purchaser 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 Purchaser hereunder, except for the rights expressly granted to Purchaser 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. Purchaser 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. Purchaser agrees 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 Purchaser or provide access to updates through our website. Purchaser hereby consents to such automatic installations and agree to use only the updated version once it has been installed.
5. **FORCE MAJEURE.** Purchaser acknowledges that Wireless Services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities. Purchaser agrees that we and the Carrier shall not be responsible for such interruptions of Wireless Services or the Inability to use the Wireless Services within or outside the territory serviced by the carrier or its roaming partners. Purchaser understands that the Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Wireless Services.
6. **FAILURE OF TRANSMISSION SERVICE.** Purchaser expressly understands and agrees that the liability and obligations of us or the Carrier to Purchaser are strictly controlled and limited by Carrier's tariff, if any, and the laws, rules and regulations of the applicable governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Purchaser's exclusive remedy and the total liability of us or any supplier of services to you arising in any way in connection with the Wireless Services, for any cause whatsoever, including but not limited to any failure or disruption of Wireless Services provided, shall be limited to payment by us of damages in an amount equal to the amount charged to you for the applicable Wireless Services. In no event

shall we or the Carrier be liable for any cost, delay, failure or disruption of Wireless Service, lost profits, or incidental, special, punitive or consequential damages.

7. **INCOMPATIBILITY OF EQUIPMENT.** In no event shall we or the Carrier be liable for the failure or incompatibility of equipment utilized by you or your customers in connection with the Wireless Services. Purchaser shall use equipment at their own risk.
8. **INDEMNITY FOR CHOICE OF WIRELESS SERVICE.** Purchaser shall indemnify, defend and hold us and the Carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with provision or use of the Wireless Services; or the use, failure to use or inability to use any numbers. This provision will survive the termination of any Wireless Services provided to you or your customers and any related agreement for same. You acknowledge that such agreement is assignable by us.
9. **CARRIER TERMINATION.** Purchaser' Wireless Services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the Carrier is terminated. Purchaser waives any and all claims against us and the Carrier for such suspension or termination.
10. **ABUSE AND FRAUDULENT USE.** Purchaser agrees to make good faith efforts to minimize abuse or fraudulent use, to promptly report to us and the Carrier any such abuse or fraudulent use of which you or your customers become aware, and to fully cooperate in any investigation or prosecution initiated by us or the Carrier. Purchaser acknowledges that Wireless Services to any of our products or to you may be restricted or cancelled if there is in the Carrier's sole discretion a reasonable suspicion of abuse or fraudulent use. The Carrier shall use commercially reasonable efforts to provide prompt notice of the restriction or termination to Purchaser. You further acknowledge that the Carrier may temporarily block automatic roaming in a particular portion of the territory that the Carrier services which is experiencing fraudulent usage. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by you or your customers, their employees, agents or persons authorized by you or your customers to use the Wireless Services.
11. **APPROVED EQUIPMENT.** Purchaser may use the Services for Web browsing, messaging, and similar activities on equipment approved by the Carrier and not on any other equipment. Unless explicitly permitted by the plan for your Wireless Services, other uses, including for example, tethering a device to a personal computer or other hardware, are not permitted. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) any activity that adversely affects the ability of other users or systems to use either the Carrier's services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (c) any activity that the Carrier in its sole discretion deems may harm its transmission facilities in any way; or (d) accessing, or attempting to access without authority, the information, accounts or devices of others, confidential information or subscriber information or any activity relating to or causing a security breach, or to penetrate, or to attempt to penetrate, the Carrier's or another entity's network or systems.
12. **RESTRICTIONS.** To the fullest extent permissible under applicable law, Purchaser agrees 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.
13. **COMPLIANCE.** Purchaser shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. Purchaser shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. Purchaser further acknowledges 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.

14. SECURITY. Purchaser is solely responsible for Purchaser's failure to keep all user identifications and passwords (Purchaser's "Login Credentials") secure. If Purchaser believes the security of Purchaser's Login Credentials has been compromised, or Purchaser suspect unauthorized use, Purchaser will promptly notify us. We will be entitled to treat all communications, instructions and transactions as authorized by Purchaser if Purchaser's Login Credentials are used unless Purchaser have notified us of compromise or unauthorized use of Purchaser's Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on Purchaser's account, we reserve the right to terminate or suspend Purchaser's access to our website or any applicable services or both and will use reasonable efforts to contact Purchaser.
15. 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 Purchaser on request. Purchaser acknowledges and agrees 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. Purchaser 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 Purchaser's own employees, subject to adequate confidentiality agreements.
16. PURCHASER'S VEHICLE DATA. We claim no ownership of any vehicle data generated by and associated with our devices installed in Purchaser's particular vehicle(s) ("Individual Vehicle Data") that is transmitted or processed using our Products, provided however that Purchaser hereby instructs us and grants 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 Purchaser's vehicle database (such as 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.
17. AGGREGATED DATA. Purchaser acknowledges 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 Purchaser's consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes.
18. FEEDBACK. Purchaser understands and agrees that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that Purchaser provides 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 Purchaser or to any of Purchaser's customers whatsoever.
19. 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 Purchaser properly complete and we receive from Purchaser, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Purchaser's expense to the reseller from whom Purchaser 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 Purchaser return shipping and a service fee if we determine that Purchaser's 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
- 20.
21. 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 Purchaser's usage area (as determined by us in our discretion). To the maximum extent

permitted by applicable law, the foregoing constitutes Purchaser's sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.

22. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted within 10 days of the date when Purchaser did notice or could reasonably have noticed the defect. In order to make a warranty claim, Purchaser 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. Purchaser needs to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. Purchaser is 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.
23. **INSTALLATION WARNING.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Purchaser's vehicles. If Purchaser is uncertain that Purchaser have the requisite skills and understanding to install our Products, Purchaser 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 Purchaser's vehicle. Installation or servicing may also require modifications to Purchaser's 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, for Purchaser's vehicle, may result in damage to the Product or Purchaser's vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. Purchaser understands that any such activities not performed by an authorized Geotab reseller or installer will be at Purchaser's sole risk. Purchaser hereby releases and forever discharges, 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 Purchaser 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.
24. **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 PURCHASER'S 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.
25. **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 Purchaser or Purchaser's 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 Purchaser directly or through an authorized reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of Purchaser's affiliates) and indemnify Purchaser against damages awarded against Purchaser 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 Purchaser: (i) notify us promptly and within no more than 10 days after Purchaser's 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 Purchaser for any compromise or settlement made by Purchaser without our prior written consent, or for any legal fees or expenses incurred by Purchaser 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 Purchaser, 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 Purchaser; 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 Purchaser to return such devices and refund or issue a credit for the purchase price paid by Purchaser 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 Purchaser's 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 Purchaser's 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 Purchaser's sole and exclusive remedies with respect to any Infringement Claim.

26. INDEMNIFICATION. UNLESS PROHIBITED BY APPLICABLE LAW, PURCHASER 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) PURCHASER'S ACTIONS OR FAILURE TO ACT UNDER OR RELATED TO THIS AGREEMENT; OR (B) PURCHASER'S BREACH OF ANY THIRD PARTY TERMS INCORPORATED HEREIN BY REFERENCE.

27. LIMITATIONS OF LIABILITY. PURCHASER AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO PURCHASER HEREUNDER OR OTHERWISE IN RESPECT OF THE PRODUCTS EXCEED THE AMOUNT PURCHASER 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.

28. **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.**
29. **TERMINATION.** We reserve the right to terminate this Agreement in whole or in part with or without notice if: (a) Purchaser materially breach or otherwise materially fail to comply with any provision of this Agreement; (b) we determine that any registration information Purchaser submit or any update thereof is not true, accurate, complete or current; (c) Purchaser become insolvent or bankrupt; (d) Purchaser reorganize Purchaser's 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 Purchaser's existence as a legal entity; or (f) Purchaser cease operating Purchaser's business. Purchaser 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 Purchaser under this Agreement shall immediately cease; (ii) Purchaser shall destroy, to the extent practicable, all copies of the software in Purchaser's possession or control; (iii) if so requested by us, Purchaser shall certify in writing that all such copies of the software in Purchaser's possession or control have been destroyed; and (iv) Purchaser shall cease all usage of the services. We have no obligation to safeguard or transmit to Purchaser any data that Purchaser may have stored through the use of the services. It is Purchaser's sole responsibility to retrieve any such data.
30. **ASSIGNMENT.** This Agreement and any rights granted to Purchaser under this Agreement may not be transferred or assigned by Purchaser, 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 Purchaser may assign this Agreement in its entirety to a purchaser of all or substantially all of Purchaser's 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 Purchaser and us. This Agreement may be assigned or novated by us in our sole discretion by way of written notice to Purchaser.
31. **CHOICE OF LAW.** If Purchaser's 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
32. 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.
33. **RELATED THIRD PARTY PROVIDER TERMS.** Our related third party providers require us to obtain Purchaser's 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) are set out at the Geotab website. 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 Purchaser's rights and obligations. Geotab accepts no responsibility or liability for the services of such providers. By signifying Purchaser's agreement to this Purchaser is also signifying Purchaser's agreement to these third party terms.
34. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and exclusive agreement between Purchaser 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 Purchaser 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.

35. 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 Purchaser 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.
36. AMENDMENTS AND WAIVERS. Purchaser agrees that we may change the terms of this Agreement from time to time by notifying Purchaser via our website, email or other means. Purchaser agrees to accept, and Purchaser hereby accepts, any changes in Third Party Terms and other terms of this Agreement, unless the changes impose commercially unreasonable disadvantages on Purchaser. If a change imposes commercially unreasonable disadvantages on Purchaser and we receive a written objection from Purchaser within 30 days of the date when Purchaser received notice or Purchaser 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 Purchaser, or (b) terminate this Agreement and Purchaser's use of the Products and refund to Purchaser, upon receipt of all devices, documentation and deliverables, in good working condition, subject to ordinary wear and tear, in Purchaser's possession (aa) the purchase price for any devices and software, depreciated on a 36 months straight line basis, accounting for Purchaser's use, and (bb) any prepaid services fees for time periods after the effective date of the change to which Purchaser 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.

## driveTIME/ Lone Worker/VisTracks Services EULA Addendum

**driveTIME SERVICES UTILIZE VISTRACKS SOFTWARE. ANY PURCHASE OR USE OF driveTIME SERVICES OR OTHER VISTRACKS SERVICES IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE APPENDIX, AS MAY BE PERIODICALLY UPDATED.**

Purchaser affirms that it has read and agrees to this driveTIME/Lone Worker/VisTracks Services EULA Addendum as follows. In the event of conflict between these terms and those in the body of the agreement, the addendum controls:

1. **DEFINITIONS.** In addition to the terms defined in the body of this Appendix, the following terms have the following meanings:

**“App”** means the Android Hours of Service/DVIR tablet and smartphone application.

**“Confidential Information”** means non-public information that a party provides and reasonably considers to be of a confidential, proprietary or trade secret nature, including but not limited to marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing.

**“Device”** means a mobile Device purchased from or distributed by Geoforce or VISTRACKS intended to be used by Purchaser to track and/or monitor Monitored Users.

**“Internet”** means the global computer network comprised of interconnected networks using standard protocols including HTTP, UDP and TCP/IP.

**“Purchaser” or “You” or “Your”** means the account holder who purchases or otherwise uses the Services in accordance with the terms and conditions set forth in this Agreement.

**“Location Data”** means location history and transaction activity generated by use of App.

**“Non-Confidential Information”** means information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (a) as rightfully known to the receiving party prior to the time of its disclosure, or (b) to have been independently developed by the receiving party; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or, (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

**“VISTRACKS Trademarks”** means any name, logo and trademark of VISTRACKS used by VISTRACKS to identify itself or any VISTRACKS products or services that VISTRACKS licenses to You under this Agreement.

**“Personal Information”** means any information that can be used to identify an individual and is not otherwise publicly available. Such information may include, for example, an individual’s first and last name combined with his or her email address, mobile telephone number or credit card account information.

**“Server”** means the server or servers as designated by Geoforce or VISTRACKS from time to time through which Geoforce or VISTRACKS provides the Services in accordance with this Agreement.

**“Services”** shall mean all services associated with DOT Hours of Service (E-Logs), Mobile Work Orders, Devices including all hosting and maintenance of the Hours of Service application on Geoforce, VISTRACKS or VISTRACKS designated service provider Servers pursuant to the terms and conditions of this Agreement and any additional services or add-on options You choose. As used in this addendum, Geoforce and VISTRACKS includes Geoforce, VISTRACKS and all of Geoforce’s and VISTRACKS’ designated service providers.

**“Sub-Account Holder(s)”** means the individual(s) properly and validly authorized by a Purchaser to use the Services ordered by the Purchaser to track or monitor a user in accordance with the terms and conditions set forth in this Agreement.

**“Territory”** means the United States of America, or such other designated area approved by VISTRACKS applicable to your Services.

2. **ORDERS**

The terms and conditions of this addendum will control all orders of services. Subject to the terms and conditions of this addendum Geoforce and VISTRACKS agree to provide access to the App in accordance with the first order you submit.

3. **ACCESS TO APP RESTRICTIONS ON USE & LICENSES**

**(a) Access to the App.** During the term of this addendum and subject to the terms and conditions herein, Geoforce and VISTRACKS hereby grant You a limited, non-exclusive, non-transferable, royalty-bearing license solely to access the App.

**(b) Use by Sub-Account Holders.** Purchaser may authorize other individuals (“Sub-Account Holders”) to use the Devices and Services ordered by the Purchaser under this Agreement. In such cases, Purchaser shall ensure that such Sub-Account Holders use the Devices and Services in a manner that complies with all applicable laws and this Agreement. Purchaser is solely responsible for such Sub-Account Holders’ usage of the Devices and Services. Purchaser agrees to require each Sub-Account Holder using Purchaser’s account to comply with the obligations set forth in this addendum, including, without limitation, the restrictions contained in Section 3.3.

Restrictions on Use; No Modification. You, your Sub-Account Holders and Monitored Users shall not engage in any of the following acts (individually, a “Prohibited Act”, and collectively, “Prohibited Acts”): (i) willfully tamper with the security of any Geoforce’s or VISTRACKS’ Devices or Services; (ii) access data not associated with your account via Geoforce’s or VISTRACKS’ Devices or Services; (iii) log into an unauthorized server or another non-Licensee VISTRACKS account without authorization; (iv) attempt to probe, scan or test the vulnerability of any Services or to breach VISTRACKS security or authentication measures without proper authorization; (v) willfully render any part of VISTRACKS’ Services unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any VISTRACKS’ Services; (vii) modify, translate, or create derivative works based on any VISTRACKS’ Services; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any VISTRACKS’ Services or make any VISTRACKS’ Services available to a third-party other than as contemplated in this Agreement; (ix) use any VISTRACKS’ Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of VISTRACKS’ Services without VISTRACKS’ prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on any VISTRACKS’ website(s) or in association with its Services; (xii) create any link to VISTRACKS’ website(s) or frame or mirror any content contained or accessible from VISTRACKS’ website(s); or (xiii) use any data or information obtained through the use of the VISTRACKS’ Devices for any unlawful purpose or in violation of any applicable law (including, without limitation, data protection and privacy laws). Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

**(c) Firmware License.** Each Device provided by Geoforce or VISTRACKS may contain firmware developed and owned, or otherwise authorized to be used by Geoforce or VISTRACKS. For firmware developed and owned, or otherwise authorized to be used by Geoforce or VISTRACKS, Geoforce and VISTRACKS hereby grant You a limited, non-exclusive, non-transferable, royalty-free license, for the Term, to use the firmware on each Device. VISTRACKS shall retain all rights to the firmware contained on each Device. The license granted herein shall be deemed to be in effect upon delivery of each Device.

**(d) Ownership.** You acknowledge that, as between You, your Sub-Account Holders, Geoforce and VISTRACKS, all right, title and interest in any software, Devices, or firmware provided under this Agreement, and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to VISTRACKS or Geoforce. This Agreement does not provide You with title or ownership of any Services, any software, Devices, or firmware provided under this Agreement, but only the rights specified in this Agreement.

#### 4. SERVICES

**(a) Availability of Services.** Subject to the terms and conditions of this addendum, VISTRACKS shall use commercially reasonable efforts to make the Services available for twenty-four (24) hours a day, seven (7) days a week. You agree that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of VISTRACKS including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which VISTRACKS may undertake; or, (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. You agree that neither Geoforce nor VISTRACKS has control of availability of Services on a continuous or uninterrupted basis. Neither Geoforce nor VISTRACKS guarantees any specific response rate (bandwidth). Any unavailability of the Services will be relayed to you as soon as possible.

**(b) Security.** VISTRACKS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the App and any databases or other sensitive material; and, either Geoforce or VISTRACKS shall notify You of any known security breaches to its systems that are reasonably likely to adversely affect You or your account, in accordance with applicable law.

**(c) VISTRACKS APP Support.** Purchaser technical support for problems with the App, as well as billing and any other general questions, will be provided by VISTRACKS or Geoforce during reasonable and designated business hours Monday-Friday (excluding U.S. federal holidays). Support hours and contact numbers are listed in your product user manual.

## 5. PURCHASER DATA

**(a) VISTRACKS's Use of Customer Data.** VISTRACKS collects Personal Information and non-personal information about its Purchasers and Sub-Account Holders (collectively, "Customer Data") in order to: (i) provide the Services; (ii) provide customer and technical support; and, (iii) for other business-related purposes, such as billing, marketing, and new service offerings, introductions and sales. VISTRACKS may remove from your data any personal or location-based information and combine such anonymous data with that of others in order to create "Aggregate Information." VISTRACKS may use and sell Aggregate Data, including analyzing how Customers use the Services and determining ways in which VISTRACKS can improve the Services. If You have provided your contact information, VISTRACKS may contact You for marketing purposes by various means, including but not limited to regular mail, email or telephone. When You activate a Geoforce or VISTRACKS account, You expressly consent to receive marketing communications via direct mail, email (at the email address you provided when activating your account), telephone (at the number you provided when activating your account), text messages (if you provided a wireless telephone number), instant messages or other communications methods. You may opt out of receiving one or more of these types of marketing communications at any time by contacting customer service.

**(b) Retention of Customer Data.** Customer Data will be retained as long as there exists a legitimate business need to do so. For example, VISTRACKS may retain Customer Data for the duration of a dispute with VISTRACKS. Location Data will be retained for each Purchaser for a period that VISTRACKS will decide in its sole discretion and shall be made available to law enforcement and other government agencies pursuant to legally valid requests for such information.

## 6. PURCHASER RESPONSIBILITIES

**(a) Use of Services.** You acknowledge and agree that You will not use the Services to: (i) track and/or monitor any individual in violation of applicable laws; (ii) send spam or otherwise unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iii) send messages to any email lists, distribution lists, newsgroups, or spam email addresses; or, (iv) send or store material containing malicious code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. You agree to report immediately to Geoforce and VISTRACKS, and to use Your best efforts to stop immediately, any violation of the terms and conditions set forth in this Section or any of VISTRACKS's other published policies, including but not limited to any privacy policies (collectively, "Policies") that may be issued from time to time, all of which are incorporated herein by reference. In the event of any suspected violation of the terms, conditions and restrictions set forth in this Section or any VISTRACKS Policies, Geoforce or VISTRACKS may immediately disable your access to App and suspend its provision of such Services.

**(b) Consents.** You are responsible for obtaining the necessary legal consent(s) from those Monitored Users who are being tracked and/or Monitored by Your use and Your Sub-Account Holders' uses of the Device(s) and shall authorize the tracking and/or monitoring of such Device(s) by Geoforce, VISTRACKS or any of its subcontractors. If a Monitored User is a minor, You acknowledge that You and/or Your Sub-Account Holder have lawful guardianship over such minor and You further acknowledge that You and/or Your Sub-Account Holder have the legal right to lawfully monitor a user in the location or locations where the Device(s) is used. The service is not intended to track minor nor to collect information about minor to avoid being in violation of COPPA regulation. You agree to indemnify and hold VISTRACKS its agents, licensees, licensors, and subcontractors harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized tracking and/or monitoring of the Device(s) by you or your Sub-Account Holders.

## 7. DISCLAIMER

VISTRACKS may change the products and other materials mentioned at any time without notice. Mention of non-VISTRACKS products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

ALL INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE DEVICE, VISTRACK'S WEBSITE OR THROUGH VISTRACK'S SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY

KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CARTASITE AND VISTRACKS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

NEITHER GEOFORCE NOR VISTRACKS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE DEVICE, VISTRACK'S WEBSITE OR THROUGH VISTRACK'S SOFTWARE, OR DAMAGES RESULTING FROM USE OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF GEOFORCE OR VISTRACKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 8. SLIDINGMENU

Additionally, this Android App makes use of a feature known as "SlidingMenu". By using driveTIME you are also accepting the SlidingMenu license as follows:

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS.

### Lone Worker Services EULA Addendum

**THE LONE WORKER PRODUCT UTILIZES VISTRACKS SOFTWARE. ANY PURCHASE OR USE OF THE LONE WORKER PRODUCT IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE APPENDIX, AS MAY BE PERIODICALLY UPDATED.**

Purchaser affirms that it has read and agrees to this Lone Worker Services EULA Addendum as follows. In the event of conflict between these terms and those in the body of the agreement, the addendum controls:

The Lone Worker product is meant to assist with safety of lone individuals working in the field. However, the ability of the device to convey timely and accurate information is affected by the capacity and proper functioning of the satellite or cellular systems, terrain, capacity on the transmission systems, disruptions caused by atmospheric condition, limits on roaming, and other factors outside of the control of Geoforce. **ACCORDINGLY, PURCHASER MAY NOT USE THE LONE WORKER PRODUCT FOR LIFE SUPPORT, EMERGENCY SITUATIONS, OR OTHER HAZARDOUS ACTIVITIES (AKA HIGH RISK ACTIVITIES) AND NO WARRANTY IS OFFERED THAT THE PRODUCT IS EFFECTIVE FOR SUCH PURPOSES.**