

Geotab API Terms of Service

1. Introduction

The Geotab web service application programming interfaces, including without limitation, the developer services, associated software, cloud services, all data, code, related documents and other materials made available by Geotab in conjunction with the foregoing (collectively, "APIs") are made available to you subject to these Terms of Service, (collectively, "Terms"). These Terms form a legally binding contract between you and Geotab Inc. in relation to your use of the APIs.

2. Accepting these Terms

a. By clicking to accept and/or using the APIs, you hereby agree to these Terms. You may not use the APIs if you do not accept these terms.

3. Geotab's APIs

a. Subject to these Terms, Geotab grants you access to the APIs solely to develop applications for use in association with Geotab products and services ("Your Applications").

b. Geotab agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to Your Applications, including any Intellectual Property Rights that subsist therein.

c. You agree that the form and nature of the APIs that Geotab provides may change without prior notice to you and that future versions of the APIs may be incompatible with applications developed using previous versions of the APIs. You agree that Geotab may stop (permanently or temporarily) providing the APIs (or any features within the APIs) to you or to users generally at Geotab's sole discretion, with or without prior notice to you. Despite this, Geotab will make reasonable efforts to preserve backwards compatibility in the APIs.

d. You agree that Geotab owns all legal right, title and interest in and to the APIs, including any Intellectual Property Rights that subsist in the APIs. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Geotab reserves all rights not expressly granted to you.

e. You acknowledge that Geotab is currently developing or may develop technologies and products that have or may have design and/or functionality similar to Your Applications. Nothing in this Agreement shall impair, limit or curtail Geotab's right to continue with its development, maintenance and/or distribution of Geotab's technology or products.

f. If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

g. You agree that Geotab may monitor use of the APIs to ensure quality, improve Geotab products and services, and verify your compliance with the Terms. You will not interfere with this monitoring. Geotab may suspend access to the APIs by you or Your Applications without notice if we reasonably believe that you are in violation of the Terms.

4. Use of the APIs by You

a. You agree to use the APIs only as set out in these Terms and in compliance with all applicable documentation.

b. You agree that you will not:

- i.engage in any activity with the APIs, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, Geotab or any mobile communications carrier.
- ii.sublicense an API for use by a third party.
- iii.use the API to defame, abuse, harass, stalk, or threaten others.
- iv.promote or facilitate disruptive commercial messages or advertisements.
- v.reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
- vi.use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
- vii.Use the APIs in a manner that violates applicable law.

c. You acknowledge that as between you and a Geotab end user ("**End User**"), End User data is the End User's data and the confidential information of End User and must be treated accordingly. You represent and warrant that to the extent your Application stores, processes or transmits End User data, neither you nor your Application will, without appropriate prior End User consent and/or instructions or except to the extent required by applicable law, (i) modify the content of End User data in a manner that adversely affects the integrity of End User data, (ii) disclose End User data to any third party, (iii) use End User data for any purpose other than providing your Application's functionality to the applicable End Users of your Application, or (iv) use or gain access to more End User data than you are permitted to and is necessary to perform the specific function that requires the End User data . For greater clarity, you will not aggregate End User data or allow access to aggregated data by third parties without End User's consent and/or instructions. You shall also maintain and process all End User data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and comply with all applicable privacy laws and regulations

d. You agree that you are solely responsible for (and that Geotab has no responsibility to you or to any third party for) any breach of your obligations under these Terms, any applicable third party contract, or any applicable law or regulation, and for the consequences of any such breach.

e. Nothing in these Terms gives you a right to use any of Geotab's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

f. You will not include any third-party software in Your Applications that would cause any Geotab products or services, or the APIs themselves, or any portion thereof to be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. To the extent Your Applications utilize third party software and services made available through the APIs or Geotab; you agree that you are responsible for complying with any terms and restrictions of such third party software and services accordingly.

g. To the maximum extent permitted by applicable law, you agree that you will be solely liable, and Geotab will have no responsibility or liability of any kind, to end users in respect of Your Applications, the development, installation, operation or maintenance thereof, or any other products or services made available by you to such end users, failure by you to provide Your Applications or any such other

products or services to end users, or any negligence or wilful misconduct by you, your agents or your representatives.

h. Geotab sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations. If you would like to use any API beyond these limits (such as for penetration testing, volume management, or security testing), you must obtain Geotab's express consent (and Geotab may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

5. Termination

a. If you want to terminate these Terms, you may do so by ceasing your use of the APIs and any relevant developer credentials.

b. Geotab may, at any time, terminate your access to the APIs by providing you with up to 10 days prior written notice. Geotab may temporarily suspend your access to the APIs at its sole discretion by providing little or no notice to you.

6. Disclaimer Of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APIs IS AT YOUR SOLE RISK AND THAT THE APIs ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM GEOTAB. YOUR USE OF THE APIs AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APIs IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE. GEOTAB FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Limitation Of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GEOTAB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT GEOTAB OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF GEOTAB HEREUNDER FOR ANY POTENTIAL LIABILITY THAT MAY ARISE SHALL BE CAPPED AT \$10.

8. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Geotab, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) allegations that Your Application(s) infringe any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (b)

any claim in relation to Your Applications, including without limitation claims relating to offers, sale, fulfilment, refund, cancellation, returns or adjustments thereof, personal injury, death or property damage related thereto, or data breaches or any other harm that it may cause, and (c) any non-compliance by you with these Terms.

9. General

- a. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of these Terms will continue to be valid and enforceable.
- b. The rights granted in these Terms may not be assigned or transferred by you or without the prior written approval of Geotab. You shall not be permitted to delegate your responsibilities or obligations under these Terms without the prior written approval of Geotab.
- c. These Terms, and your relationship with Geotab under these Terms, shall be governed by the laws of the Province of Ontario without regard to its conflict of laws provisions. Notwithstanding this, you agree that Geotab shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Revision History

Version	Date	Editor	Changes	Approved by
1.0	2020-01-23	Legal		General Counsel