

GEOTAB END USER AGREEMENT

****IMPORTANT NOTICE****

This document includes a simplified version of the Geotab End User Agreement generated by Chat GPT ("**Simplified Version**"), with a full text version also included for ease of reference ("**Full Text Version**"). The Simplified Version is provided as a user-friendly summary and to assist you in understanding the key terms and conditions of the Geotab End User Agreement. However, please note that the Simplified Version is not legally binding, does not constitute legal advice and does not serve to replace or supersede the Full Text Version. **In other words, this document is for informational purposes only and is not intended to form a binding contract between you and Geotab. Please reach out to your authorized Geotab reseller or your Geotab partner account manager, as applicable, for a standalone copy of the Full Text Version.** As between them, the Full Text Version remains the authoritative and legally binding agreement pertaining to the Geotab solution. If there are any conflicts between the Simplified Version and the Full Text Version, the Full Text Version takes precedence. We strongly recommend that you read the Full Text Version in its entirety. If you have any questions or concerns about the agreement, please seek independent legal advice.

FULL TEXT VERSION

IMPORTANT! By downloading, using, or accessing any of Geotab's in-vehicle telematics hardware, including any software, firmware and intellectual property embodied therein ("**Devices**"), Geotab's software services (such as MyGeotab®) or other software products (including, without limitation, Geotab developed applications available directly through Geotab on the Geotab Marketplace or other online marketplaces) ("**Software**") and any updates and/or upgrades thereof (collectively the "**Solution**"), you conclude a **legally binding agreement** based on the terms of this Geotab End User Agreement ("**Agreement**") with Geotab Inc. ("**Geotab**", together with the Customer, the "**Parties**") on behalf of yourself and the corporation or other legal entity that you represent or for which you act or work ("**Customer**"). **If Customer does not wish to be bound by this Agreement, do not install, use, access or retain the Solution and return Devices to the seller from which Customer purchased them within 30 days of receipt for a full refund of the**

SIMPLIFIED VERSION

IMPORTANT! By downloading, using, or accessing any of Geotab's vehicle tracking hardware and software services (collectively known as the "**Solution**"), you're agreeing to this user agreement with Geotab Inc. If you don't agree, don't use our services and return the hardware to the reseller within 30 days for a full refund.

purchase price.

1. **LICENSE.** Geotab grants the Customer a limited, revocable, non-exclusive right to use any Software solely for Customer's own internal business purposes and solely in connection with Customer's use of the Devices or other compatible Third Party Products (as defined in Section 13(c) below), on the condition and so long as Customer complies with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable. Customer may not extract, copy or use the Software in connection with any other product or for use on any other device. If Customer is using the Software for the purpose of accessing Geotab's Application Programming Interfaces ("APIs"), then Customer's use of the APIs is subject to the [Geotab API Terms of Service](#). If Customer has already entered into a separate agreement with Geotab granting Customer access to the APIs, the use of APIs shall be governed by those terms.

2. **OWNERSHIP.** The Solution is 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, except for the rights expressly granted to Customer 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 Solution and any copies of the Software (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by Geotab and its licensors. Customer shall not remove or attempt to remove any marks, labels or legends from the Solution.

3. **PROTECTIVE MEASURES.** The Solution may contain technological measures (including the ability to disable all or part of the Solution) designed to prevent the illegal usage of the Solution or other violations of this Agreement or applicable law. Customer agrees not to circumvent, attempt to circumvent, or permit others to circumvent such measures.

4. **UPDATES AND PATCHES.** Geotab shall continuously improve the Solution and

1. **LICENSE.** Geotab gives you a limited, revocable, non-exclusive right to use our software for your own business purposes, as long as you follow this agreement. You can't transfer this right or use the software with other products. If you're using our Application Programming Interfaces (APIs), you also have to follow the [Geotab API Terms of Service](#).

2. **OWNERSHIP.** The Solution is protected by copyright and other intellectual property rights. You're only licensed to use it, not own it. All rights to the Solution remain with Geotab and its licensors. Don't try to remove any labels or marks from the Solution.

3. **PROTECTIVE MEASURES.** The Solution has measures to prevent illegal usage. You agree not to try to get around these measures.

4. **UPDATES AND PATCHES.** Geotab will

may, from time to time, cause Software updates and patches to be automatically installed, with or without prior notification to Customer, or Geotab may provide access to updates through its website, at its discretion. Customer hereby consents to such automatic installations and agrees to use only the updated version of any Software once it has been installed. If Customer manually updates or allows a third party, such as a Geotab reseller, to update the firmware of a Device to anything other than a production release or enable preview versions of other Software ("**Beta Software**"), Customer acknowledges and agrees that: (a) Beta Software is pre-production code which may inadvertently adversely affect functionality; (b) features made available in the Beta Software may not necessarily be included in subsequent production firmware and/or software versions, as applicable; and (c) in no event shall Geotab be liable for any damages whatsoever arising from the use of or inability to use the Beta Software, even if Geotab has been advised of the possibility of such damages.

5. **RESTRICTIONS.** To the fullest extent permissible under applicable law, Customer agrees not to do any of the following without Geotab's express prior written consent: (a) disclose, transfer or transmit in any manner any services, Software or other copyrightable or licensed elements of the Solution whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any elements of the Solution; (c) use the Solution in a manner that violates laws or the rights of others; (d) use the Solution as part of a fail-safe design for dangerous or emergency applications, as part of control or surveillance measures for hazardous materials or life support systems, or in connection with munitions or weapons; (e) engage in any activity that interferes with or disrupts services or any computer, software, network or other device used to provide such services; (f) intentionally circumvent rate plan restrictions or program restrictions as specified in the applicable program documentation; (g) use the Solution as the primary basis for evaluating an individual for employment, promotion, reassignment or retention as an employee; (h) directly or indirectly resell any Wireless Services; (i) remove, tamper with or transfer any SIM card embedded in a Device for any reason; or (j) attempt, or cause, permit or encourage any other person to do any of the foregoing.

6. **COMPLIANCE.** Customer shall comply with all applicable laws including, without limitation, anti-corruption laws, privacy laws and export control laws and regulations

regularly improve the Solution and may install updates automatically. You agree to these automatic updates and to use only the updated version of the software. If you use anything other than a production version of the software, you understand it may not work properly, features may not be included in future versions and Geotab isn't responsible for any damages.

5. **RESTRICTIONS.** You agree you are prohibited from: (a) transferring any services, software, or copyrighted elements of the solution without written consent from Geotab; (b) altering, translating, reverse engineering, or attempting to convert the code of the solution into human readable form; (c) using the solution in a way that violates laws or others' rights; (d) employing the solution in dangerous applications, control measures for hazardous materials, life support systems, or in connection with weapons; (e) disrupting services, computer systems, networks, or devices used for providing services; (f) intentionally bypassing rate plan or program restrictions; (g) using the solution as the primary basis for employment evaluations; (h) reselling Wireless Services; (i) tampering with or removing SIM cards from devices; (j) attempting or encouraging others to engage in any of the above actions.

6. **COMPLIANCE.** You agree to follow all laws, including anti-corruption laws, privacy laws, and

applicable to Customer and Customer's use of the Solution. Without limiting the generality of the foregoing sentence, Customer shall not export or re-export the Solution directly or indirectly in contravention of such laws and regulations including by exporting or re-exporting the Solution to any [Restricted Area](#). Customer also agrees to comply with any safety-related or regulatory compliance instructions communicated to Customer, including removing the Device from the vehicle if Geotab determines the vehicle is not suitable for the use of the Device.

7. **SECURITY.** Customer is solely responsible for its failure to keep all user identifications and passwords ("**Login Credentials**") secure. If Customer believes the security of its Login Credentials has been compromised, or Customer suspects unauthorized use, Customer will promptly notify Geotab. Geotab will be entitled to treat all communications, instructions and transactions as authorized by Customer if Customer's Login Credentials are used unless Customer has notified Geotab of compromise or unauthorized use of any Login Credentials. If Geotab suspects, in its reasonable opinion, fraudulent or unauthorized activity on Customer's account, Geotab reserves the right to terminate or suspend Customer's access to the Geotab website, the Solution or both and Geotab will contact Customer to advise of this decision. Customer acknowledges that: (a) while all Device data is encrypted by Geotab while in transit over wireless carrier networks, it is possible for third parties to monitor wireless transmissions and data traffic in connection with the Wireless Services and neither privacy nor security can be guaranteed; and (b) the Wireless Provider (as defined in Section 21 below) may monitor and control the use of the Wireless Services (as defined in Section 21 below), which may include approximating locations of service use, in accordance with applicable law for their own legitimate purposes. Wireless Providers may use aggregate information obtained from the applicable wireless network to provide the Wireless Services, improve the applicable wireless network and other purposes such as vehicle traffic volume monitoring and scientific and marketing research.

8. **CONFIDENTIALITY, DATA TRANSFER AND PRIVACY.** Geotab maintains reasonable technical and organizational security and data storage policies and measures for facilities within its control in accordance with the [Geotab Technical and Organizational Data Security Measures Statement](#), as amended by Geotab from time to time. Customer shall not provide third parties with access to any Software in, or non-public information relating to, the Solution without Geotab's prior written consent, except to Customer's own employees solely to the extent required to use the Solution provided such employees are subject to confidentiality terms and use restrictions similar

export control laws. You also agree to follow any safety-related instructions from Geotab.

7. **SECURITY.** You're responsible for keeping your login information secure. If you think it's been compromised, notify Geotab. If Geotab suspects fraudulent activity on your account, we can suspend your access. Geotab encrypts all device data sent over wireless networks, but it's still possible for others to monitor this data, so we can't guarantee total privacy or security. The company providing the wireless service can monitor and control how their service is used, including figuring out locations of service use, as long as it's legal and for valid reasons. They may use aggregated data to improve their network and for other purposes like monitoring traffic volume and doing research.

8. **CONFIDENTIALITY, DATA TRANSFER AND PRIVACY.** Geotab has security measures to protect your data. You can't give third parties access to our software or non-public information without our permission. We won't disclose your data to a third party unless it's necessary for providing the Solution, we have your consent, we're required to by law, or if a company acquires Geotab. You understand that

to those set forth herein. Geotab will not disclose Customer's Fleet Data (as defined in Section 9 below) to any third party except in the following circumstances: (a) to Geotab's service providers who have a need to know in order to assist Geotab in providing the Solution to the Customer, and who have all agreed to confidentiality terms and use restrictions similar to those set forth herein; (b) with Customer's consent; (c) to comply with a subpoena, warrant, court order or other legal requirement (but to the extent practicable, and unless prohibited from doing so, Geotab will provide Customer with notice of the disclosure); or (d) where a company acquires Geotab. Customer understands and agrees that any third party to which Customer grants access to the Solution may also have access to Customer's Fleet Data.

9. **FLEET DATA.** Geotab claims no ownership of any data generated by equipment in Customer vehicles, or other assets, processed by the Solution or any data the Customer inputs into the Solution, which may include information about the location of the Device, the vehicle in which it is installed (including the surrounding environment) or, potentially, the driver of such vehicle (collectively, "**Fleet Data**"). Customer instructs Geotab to process Fleet Data: (a) to provide, maintain and improve the Solution; (b) to carry out Geotab's obligations under this Agreement; (c) to carry out Geotab's obligations under applicable law (including transmission to applicable regulators such as the FMCSA or CARB); (d) to query, on a confidential basis using non-positional data elements in the Fleet Data, databases maintained by reputable third party providers for additional information about Customer's business and vehicles (e.g. SIC codes, diagnostic trouble code information or vehicle manufacturer recall eligibility); (e) to allow a Customer-authorized reseller access to the Fleet Data if such functionality is activated; and (f) as otherwise directed by the Customer.

10. **DATA ANALYTICS.** When processing Fleet Data as specified above, Geotab compiles, stores and uses aggregated data, system usage information and elements of Fleet Data from which it is not reasonably possible to identify Customers or individuals (collectively, "**Analytic Data**") in accordance with the [Geotab Data Analytics Policy](#). The Analytic Data that Geotab uses in this manner is not Fleet Data. Geotab will not attempt to disaggregate the Analytic Data or re-associate it with a specific vehicle or driver without Customer's consent, unless legally compelled to do so or unless required for safety or troubleshooting purposes.

any third party you give access to the Solution may also have access to your data.

9. **FLEET DATA.** Geotab doesn't own any data generated by equipment in Customer vehicles, or other assets, processed by the Solution or any data the Customer inputs into the Solution, which may include information about the location of the Device, the vehicle in which it is installed (including the surrounding environment) or, potentially, the driver of such vehicle (collectively, "**Fleet Data**"). You instruct Geotab to process Fleet Data to provide and improve the Solution, fulfill our obligations under this Agreement and the law, allow access to an authorized reseller, or as directed by you. We may use non-positional data elements to query databases for more information about your business and vehicles.

10. **DATA ANALYTICS.** When processing your Fleet Data, Geotab compiles and uses aggregated data that can't identify you or individuals. This is called "Analytic Data" and is not Fleet Data. Geotab won't try to disaggregate the Analytic Data or link it to a specific vehicle or driver without your consent, unless legally required or needed for safety or troubleshooting.

11. **FEEDBACK.** If Customer chooses to provide any feedback, input, suggestions, recommendations, queries, troubleshooting information or other similar information about the Solution, or where such information is made available to Geotab (whether directly or through a reseller including in the course of utilizing support, maintenance or other services), Geotab will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit in any manner such information at no charge.

12. **WARRANTY STATEMENT.** Geotab provides a Device warranty as set forth in its [Warranty Statement](#). **To the maximum extent permitted by applicable law, the remedies as set out in the Warranty Statement constitute the Customer's sole and exclusive remedy and Geotab's sole and exclusive obligation for any breach of the Warranty Statement.**

13. **DISCLAIMERS.**

(a) **General Disclaimer.** Except as expressly set forth in this Agreement or in the Warranty Statement, to the maximum extent permitted by applicable law, Geotab disclaims 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 including those arising by statute or in law, or from a course of dealing or usage of trade.

(b) **Specific Disclaimers.** Without limiting the generality of the foregoing, Geotab cannot and does not represent, warrant or covenant that: (i) any aspect of the Solution will meet Customer's business or other requirements; (ii) the Solution, including the Wireless Services, will operate or be provided without interruption; (iii) the Solution will be error-free, virus-free or that the results obtained from its use will be accurate, reliable or current; or (iv) any errors in the Solution can be corrected or found in order to be corrected. Customer acknowledges and agrees that failure to comply with procedures specified in the [Geotab installation documentation](#), or attempting to install a Device without adequate knowledge of the Device, proper installation, configuration, servicing, repair or removal procedures, or the Customer vehicle, may result in damage to the Device or the Customer vehicle (including short circuits), which may cause malfunctions of vehicle controls or vehicular environmental systems and result in damage or personal injury. Customer understands that any such activities not performed by Geotab or a Geotab-authorized reseller or installer will be at Customer's sole risk.

(c) **Third Party Products.** Without limiting the generality of any exclusions contained in the Warranty Statement, Geotab does not endorse, and makes no

11. **FEEDBACK.** If you choose to provide any feedback or suggestions about the Solution, Geotab can use this information freely and without charge.

12. **WARRANTY STATEMENT.** Geotab provides a Device warranty as set out in its [Warranty Statement](#). This is your only remedy and Geotab's only obligation for any breach of the Warranty Statement.

13. **DISCLAIMERS.** Except for what's stated in this Agreement or the Warranty Statement, Geotab makes no promises about the Solution. We can't guarantee that the Solution will meet your requirements, operate without interruption, be error-free, or that any errors can be corrected. You agree that if you don't follow the installation instructions, it could damage the Device or your vehicle, and that's your responsibility. Geotab also makes no promises about any third-party products or services.

representation or warranty with respect to, and assumes no responsibility, obligation or liability for, any products, software, data or services developed, manufactured and sold by an entity that is not affiliated with Geotab, including, but not limited to, any products or services provided by a Third Party Service Provider (as defined in Section 20 below) or any products or services offered on the [Geotab Marketplace](#), whether such products or services are fulfilled by Geotab or otherwise (collectively, "Third Party Products").

14. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

(a) Infringement Indemnity. Subject to the limits in Section 16 (Limitations of Liability), Geotab will, at its sole cost and expense, defend and indemnify or, at Geotab's option, settle, any claim, assertion or action brought against Customer or its affiliates, successors or assigns to the extent that it is based on a claim (an "Infringement Claim") that the Solution which Geotab has supplied to Customer directly or through an authorized reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of Customer's affiliates) and indemnify Customer against damages awarded against Customer 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 Customer: (i) notifies Geotab promptly and within no more than then (10) days after Customer's receipt of notice of such claim in writing; and (ii) permits Geotab to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable Geotab to do so. Geotab shall not be liable to reimburse Customer for any compromise or settlement made by Customer without Geotab's prior written consent, or for any legal fees or expenses incurred by Customer in connection with such claim.

(b) Remedies. Should the Solution or any part thereof become, or in Geotab's sole opinion is likely to become, the subject of an Infringement Claim, Geotab may, at its option and expense: (i) procure, at no cost to Customer, the right to continue to use the part of the Solution which is the subject of the Infringement Claim; (ii) replace or modify the Solution or infringing part thereof with non-infringing equivalents, at no cost to Customer; or (iii) if none of the foregoing alternatives are reasonably practical in Geotab's sole judgment, Geotab 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 paid to Geotab, if any; and/or (B) in the case of the Devices purchased separately, require Customer to return such Devices and refund or issue a credit for the purchase price paid to Geotab for the Devices returned, depreciated on a thirty-six (36) month straight line basis from the date of purchase.

14. **INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.** Geotab will defend and indemnify you against any claim that the Solution (excluding third party products) infringes any copyright, patent, trade secret, or trademark of a third party, as long as you notify us promptly and allow us to defend the claim. If the Solution does infringe, Geotab will, at its option, get the right for you to continue using it, replace or modify it, or terminate the services and refund you a depreciated amount.

Geotab is not required to indemnify you in certain circumstances, including: (i) where you use outdated software; (ii) if you violate this agreement; (iii) your use of third-party products; (iv) if you combine the solution with third-party products not provided by Geotab; (v) if you operate the solution in ways not specified by Geotab; (vi) if you modify the solution without Geotab's involvement; (vii) if we modify the solution to your specifications; (viii) your use of data you collect through the solution; (ix) your use of the solution for vehicle insurance purposes; or (x) if you resell the solution. Geotab's liability and your remedies for infringement claims are specifically outlined in this Section 14.

(c) Excluded Claims. Geotab has 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 resulting from Customer's interference with or disabling of the automatic Software update process; (ii) the use of the Solution in breach of this Agreement; (iii) Third Party Products; (iv) the use, association or combination of any part of the Solution with, or the incorporation or integration into the Solution of, any Third Party Products or other material (including Customer's own) that is not supplied by Geotab as part of the Solution or expressly identified by Geotab in Geotab's written specifications or documentation as being required for the use and operation of the Solution; (v) the use or operation of any part of the Solution in any manner or for any purpose other than as expressly specified in Geotab's documentation for same; (vi) any modification, alteration, change, enhancement, customization or derivative work of the Solution made by anyone other than Geotab or its agents; or (vii) changes Geotab makes to the Solution to comply with Customer's instructions or specifications; (viii) Customer's use or alleged misuse of data Customer collects through the operation of the Solution; (ix) for user-based vehicle insurance purposes, the use of the Solution in association with driving, driver or vehicle activity or performance; or (x) any reselling or distribution of the Solution. This Section 14 (Intellectual Property Infringement Claims) (and any other section referenced herein) states Geotab's entire liability and Customer's sole and exclusive remedies with respect to any Infringement Claim.

15. **CUSTOMER INDEMNIFICATION.** Unless prohibited by applicable law, Customer shall indemnify and hold harmless Geotab, its affiliates and each of their respective officers, directors, employees, agents, subcontractors, successors and assigns (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) Customer's breach of this Agreement including, but not limited to, any Third Party Provider Terms; (b) installation activities described in Section 13(b) of this Agreement not performed by Geotab or a Geotab-authorized installer; or (c) Customer's negligence or wilful misconduct.

16. **LIMITATIONS OF LIABILITY.** Customer agrees that, to the maximum extent permitted by applicable law:

15. **CUSTOMER INDEMNIFICATION.** Unless prohibited by law, you agree to cover any damages or losses Geotab may suffer in connection with a third party claim resulting from your breach of this Agreement, self-installation of our device, your negligence, or willful misconduct.

16. **LIMITATIONS OF LIABILITY.** To the extent allowed by law, neither party will be liable for any

(a) **Liability Cap.** In no event shall the liability of all Indemnified Parties to Customer hereunder or otherwise in respect of the Solution exceed the amount Customer has paid for the Solution or the rights to use the Software in the twelve (12) month period immediately preceding the time the cause of action arose, subject to any lesser limitation of liability in any Third Party Provider Terms.

(b) **Consequential Damages.** 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.

(c) **Application.** The foregoing limitations and exclusions of liability shall not apply to (i) either Party's indemnification obligations hereunder, provided, however, that in no event shall the liability to Customer in respect of any Infringement Claim include any portion of a damage award, agreed settlement, or other indemnifiable damage permitted hereunder that exceeds a reasonable royalty based solely on the price Customer paid for the Solution; or (ii) infringement or misappropriation of the other Party's intellectual property rights. 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.

17. TERMINATION.

(a) **Termination by Geotab.** Geotab reserves the right to terminate this Agreement in whole or in part with or without notice if: (i) Customer materially breaches any provision of this Agreement; (ii) Geotab determines that any registration information Customer submits is not true, accurate, complete or current; (iii) Customer reorganizes its business, makes an assignment under, or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (iv) any steps are taken to wind-up or otherwise terminate Customer's existence as a legal entity; (v) Customer ceases to operate its business; or (vi) if any agreements with the Third Party Service Providers are terminated for any reason and Geotab cannot procure a reasonable alternative.

(b) **Termination by End Customer.** Subject to the terms and conditions of Customer's agreement with its Geotab authorized reseller (if any), Customer may

special, incidental, indirect, or consequential losses or damages. The maximum amount Geotab will owe you is the amount you paid for the Solution in the last 12 months. These limitations don't apply to either party's indemnification obligations or infringement of the other party's intellectual property rights, however the amount you can receive for damages related to an infringement claim will not be more than a reasonable royalty payment based on what you paid for the solution.

17. TERMINATION. Geotab can terminate this Agreement for various reasons, including if you breach any provision of the Agreement, submit inaccurate registration information, or cease to operate your business. You can terminate the Agreement by ceasing use of the Software and providing notice to Geotab. Upon termination, all rights granted to you under this Agreement cease, you must stop using the Solution, and you must destroy all copies of the Software. Certain sections of the agreement will survive termination. If you ask for it, Geotab will give you a copy of your data subject to payment of a reasonable fee.

terminate the grant of rights to use the Software or the provision of services by ceasing use of the same and providing notice to Geotab and/or Customer's reseller as applicable.

(c) **Effect of Termination.** Upon any termination of this Agreement: (i) any and all rights granted to Customer under this Agreement shall immediately cease; (ii) Customer shall destroy, to the extent practicable, all copies of the Software in Customer's possession or control; (iii) if so requested by Geotab, Customer shall certify in writing that all such copies of the Software in Customer's possession or control have been destroyed; (iv) Customer shall cease all usage of the Solution; and (v) the following Sections of this Agreement shall survive: 2 (Ownership), 5 (Restrictions), 6 (Compliance), 11 (Feedback), 13 (Disclaimers), 15 (Customer Indemnification), 16 (Limitations of Liability), 18 (Assignment), 19 (Choice of Law), 21 (Wireless Services); 22 (Entire Agreement; Headings); and 23 (Severability). Termination of this Agreement shall not affect Customer's payment and other obligations under any agreement with Geotab or reseller.

(d) **Transmission of Data.** Upon Customer's request, Geotab will transmit to Customer a copy of data stored on Geotab's systems as of the date of termination, although Geotab may condition this assistance on payment of a reasonable fee based on the size of the database and complexity of the task.

18. **ASSIGNMENT.** This Agreement and any rights granted to Customer under this Agreement may not be transferred or assigned by Customer, in whole or in part, whether voluntarily, by operation of law, or otherwise, without Geotab's prior written consent and any such attempted assignment or transfer shall be null and void, except that Customer may assign this Agreement in its entirety to a purchaser of all or substantially all of Customer's assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent and upon written notice to Geotab. If this Agreement is properly assigned in accordance with the foregoing, it will bind and benefit each Party's respective successors and permitted assigns. This Agreement may be assigned or novated by Geotab in its sole discretion upon written notice to Customer.

19. **CHOICE OF LAW.** If Customer is a municipal, regional, provincial or state government entity, then the Agreement will be silent regarding governing law and venue. For all other entities, if Customer's registered head office is 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 and the controlling federal laws of the United States applicable therein without giving effect to its conflict of laws principles. In such case, 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

18. **ASSIGNMENT.** You can't transfer or assign this Agreement without Geotab's written consent, except in the case of a merger, reorganization, or similar transaction. Geotab can assign or novate this Agreement at its discretion.

19. **CHOICE OF LAW.** If you're a government entity, the Agreement doesn't specify governing law and venue. For all other entities, the governing law and venue will be the State of New York, if your head office is in the United States, or the Province of Ontario, if your head office is anywhere else in the world.

York for any dispute or claim arising out of or in connection with this Agreement or the Solution 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 and the controlling federal laws of Canada applicable therein without giving effect to its conflict of laws principles. In such case, each Party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the provincial and federal courts of the Province of Ontario for any dispute or claim arising out of or in connection with this Agreement or the Solution 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. In each case, the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

20. **THIRD PARTY PROVIDER TERMS.** The Solution makes use of certain products and services, including cloud storage, mapping and road speed services, provided by third parties ("**Third Party Service Providers**"). These Third Party Service Providers require Geotab to obtain Customer's agreement to certain terms and conditions prescribed by them. To the extent Customer uses the services of the Third Party Service Providers in connection with Customer's use of the Solution, the [Third Party Provider Terms](#) apply (collectively, the "**Third Party Provider Terms**"). **These Third Party Provider Terms are hereby incorporated by reference into and form part of this Agreement and contain important terms and conditions that affect Customer's rights and obligations. Geotab accepts no responsibility or liability for any products or services provided by Third Party Service Providers. By agreeing to be bound by this Agreement, Customer is also signifying its agreement to the Third Party Provider Terms.**

21. **WIRELESS SERVICES.** With respect to Customers use of wireless services provided by a Third Party Service Provider ("**Wireless Provider**") used to transmit Fleet Data to Geotab ("**Wireless Services**"), Customer agrees that: (a) Customer has no contractual relationship with the Wireless Provider and no beneficial interest in any agreement between Geotab and the Wireless Provider; (b) the Wireless Provider makes no representations or warranties whatsoever, including without limitation regarding roaming availability or coverage and shall have no legal, equitable, or other liability of any kind to the Customer, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (c) the Wireless Provider

20. **THIRD PARTY PROVIDER TERMS.** The Solution uses certain products and services provided by third parties. These Third Party Providers require Geotab to obtain your agreement to their terms and conditions. By agreeing to this Agreement, you're also agreeing to the [Third Party Provider Terms](#). Geotab is not responsible for any third party products or services.

21. **WIRELESS SERVICES.** If you use wireless services provided by a Third Party Service Provider to transmit Fleet Data to Geotab, you agree that you have no contractual relationship with the Wireless Provider and that the Wireless Provider has no liability to you, however the Wireless Provider is a third party beneficiary of this Agreement relating to the Wireless Services. You agree to use roaming only in a manner incidental to your use of the

is a third party beneficiary of this Agreement as it relates to the Wireless Services, and may take any equitable or legal action required to enforce the same; and (d) the Customer shall utilize roaming only in a manner incidental to its use of the Wireless Services in its country of residence.

22. **ENTIRE AGREEMENT; HEADINGS.** This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior and contemporaneous understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties, 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.

23. **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 the Parties will use their 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.

24. **AMENDMENTS AND WAIVERS.** Customer agrees that Geotab may change the terms of this Agreement, including the Third Party Provider Terms, from time to time by notifying Customer via Geotab's website, email or other means, provided any such updates are applied generally and not to Customer specifically. Customer agrees to accept, and Customer hereby accepts, any changes in the terms of this Agreement, and/or the Third Party Provider Terms, unless the changes impose commercially unreasonable disadvantages on Customer. If a change imposes commercially unreasonable disadvantages on Customer and Geotab receives a written objection from Customer within thirty (30) days of the date when Customer was first notified of the change, Geotab may, at its sole option and discretion: (a) reverse such change such that the immediately prior version of this Agreement shall continue to apply to Customer; or (b) terminate this Agreement and Customer's use of the Solution and, upon receipt of all Devices, documentation and deliverables, in good working condition, subject to ordinary wear and tear, in Customer's possession, refund to Customer (i) the amount paid to

Wireless Services in your country.

22. **ENTIRE AGREEMENT; HEADINGS.** This Agreement is the entire agreement between the Parties and supersedes any prior agreements. The headings in this Agreement are for convenience only and don't affect the interpretation of the Agreement.

23. **SEVERABILITY.** If any provision of this Agreement is found to be invalid, it will be severed and the Parties will try to substitute a new provision of similar intent and effect.

24. **AMENDMENTS AND WAIVERS.** Geotab can change the terms of this Agreement by notifying you, as long as the changes apply generally and not to you specifically. If a change disadvantages you, you can object in writing within 30 days. If you object, Geotab may reverse the change or alternatively terminate this Agreement and your use of the Solution and issue a refund to you (subject to conditions such as depreciation) provided you return all documentation, deliverables and Devices to Geotab. Except for Geotab's right to amend the agreement as set out above, both parties need to agree on any amendments, waivers or other changes to this Agreement or either party's rights

Geotab for any Devices purchased separately, depreciated on a thirty-six (36) month straight line basis, accounting for Customer's use; and (ii) any prepaid services fees paid to Geotab for time periods after the effective date of the change to which Customer objected in accordance with this Agreement. Except as described in this Section 24 (Amendments and Waivers), 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.

25. **FORCE MAJEURE.** Except with respect to payment obligations, each Party shall be relieved of their respective obligations hereunder and will not be liable to the other or to any third party if the affected Party is unable or fails to perform any of its obligations under this Agreement as a result of any fire, explosion, war, riot, strike, walk-out, labour dispute, flood, epidemic, pandemic, quarantine, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of carriers, breakdown in or the loss of production or anticipated production from plant or equipment, act of God or public enemy, act of war or terrorism, any law, act or order of any court, board, government, state-sponsored actor or other authority, or any other cause (whether or not of the same character as the foregoing) beyond the affected Party's reasonable control, for so long as such cause prevents the affected Party from so performing, provided however that the other Party may terminate this Agreement if the affected Party is unable to perform its obligations for a period of thirty (30) days or more, upon written notice to the other Party during the time the affected Party is prevented from so performing.

26. **COMMERCIAL ITEMS.** The Solution constitutes a "commercial item" as defined in Federal Acquisition Regulation (FAR) Subpart 2.101. Nothing in this Agreement, or in the installation or use of the Solution constitutes or will be construed to constitute Geotab's acceptance of any FAR or other federal, state, or local agency procurement clause or any other terms or conditions of a federal, state, or local contract, unless Geotab expressly accepts such clauses or terms in writing specifically with respect to such federal, state, or local contract.

under it.

25. **FORCE MAJEURE.** Neither party is liable if they can't fulfill their obligations due to circumstances beyond their control, except for payment obligations.

26. **COMMERCIAL ITEMS.** The Solution is a "commercial item" as defined in the Federal Acquisition Regulation (FAR) Subpart 2.101. Nothing in this Agreement constitutes Geotab's acceptance of any FAR or other federal, state, or local procurement clause, unless Geotab expressly accepts such clauses in writing.

FOR INFORMATIONAL PURPOSES ONLY