

THIS DOCUMENT HAS BEEN DEPRECATED AND IS NO LONGER IN USE. PLEASE SEE [GEOTAB BILLING TERMS AND CONDITIONS FOR UP-TO-DATE TERMS](#)

Geotab Master Terms and Conditions

In consideration of the promise of Geotab USA, Inc. or Geotab Inc ("Geotab") as identified on the Order Form (hereinafter defined) to sell the Products (hereinafter defined) and/or Services (hereinafter defined) identified in the Order Form to you, you, the purchaser of the Products and Services, and any party to whom you sell, lease or otherwise provide the Products and/or Services as permitted herein (collectively, "Client"), acknowledge and agree to the following terms and conditions (these "Terms and Conditions").

Geotab and Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

1. Application of Terms and Conditions

- 1.1. Geotab's acceptance of any offer to purchase any Product or Service by Client is expressly limited to and conditional upon Client's agreement to these Terms and Conditions. Further, any deletion, addition or amendment of these Terms and Conditions (whether contained in Client's purchase order, invoice, website or otherwise) shall have no effect and shall not constitute any part of or revision to the transaction contemplated between Geotab and Client unless expressly approved in writing.
- 1.2. The Geotab order form ("Order Form") applicable to and specifying the products ("Products") and/or services ("Services") that Client desires to purchase and these Terms and Conditions shall constitute the entire Agreement (this "Agreement") between the Parties and shall supersede all prior agreements, promises, proposals, understandings and quotations, whether written or oral, pertaining to the Products and Services.
- 1.3. Upon execution of the applicable Order Form, Client expressly acknowledges and agrees that it has read and understands these Terms and Conditions and agrees to be bound thereby.

2. Equipment Sales and Service

- 2.1. Geotab hereby sells and conveys to Client, and Client hereby purchases and accepts from Geotab, the Products and/or Services as provided on the executed applicable Order Form pursuant to these Terms and Conditions.
- 2.2. Client shall pay to Geotab the Price (hereinafter defined) for the Products and/or Services and for all obligations specified herein, as full and complete consideration and on the terms set forth in Section 3 of these Terms and Conditions.
 - 2.2.1. Any prices or estimates provided in a quote from an authorized Geotab agent ("Quote") shall only be valid for thirty (30) days from the date of such Quote unless otherwise stated in writing by Geotab.
 - 2.2.2. Geotab reserves the right, by giving written notice to Client at any time before delivery, to increase the Price to reflect any increase in the cost incurred by Geotab which is due to any factor beyond the sole control of Geotab, including, but not

limited to, any change in delivery dates, quantities or specifications of the Products and/or Services that are requested by Client, any delay caused by any instructions of Client or any failure of Client to give Geotab adequate information or instructions.

- 2.3. Client shall be solely responsible for the cost of activation of any Products or Services that require network access with an applicable carrier.
- 2.4. Geotab shall retain a security interest in the Products until such Product is paid for in full pursuant to the terms of the Agreement.

3. Price, Payment and Assessments

- 3.1. The price of the Products and Services, including, but not limited to, any purchase price, service fee, equipment fee, or recurring fee (collectively, "Price") shall be set forth on the applicable Order Form.
- 3.2. If Client desires to establish an account and request payment terms (an option on the Order Form), the Client shall submit a customer profile form ("Customer Profile Form"), which includes a credit application, to the Geotab Finance Department at USAFinance@geotab.com. All payment terms shall be subject to credit approval and Geotab's approval, which may be withheld in its sole discretion. By submitting the Customer Profile Form to Geotab, Client is expressly agreeing to the ability of Geotab to run a credit check on Client to establish Client's creditworthiness.
- 3.3. The Price for Products and/or Services shall be due and payable to Geotab at the earlier of ("Payment Deadline"): (1) receipt by Client of notice from Geotab that the Product has been shipped to Client; (2) delivery of the Product and/or Services to Client; or (3) any special payment terms that have been formally agreed to by both Parties and reflected on Client's invoice ("Invoice") or the applicable Order Form, as the case may be. The provisions of this Section 3.3 shall survive the termination of the Agreement.
- 3.4. If payment of the Price is not received by Geotab within fifteen (15) days of the Payment Deadline, Client shall pay to Geotab in addition to the Price, interest on the Price at a rate of two percent (2%) per month or the highest lawful rate permitted by law, whichever is greater ("Default Interest"). The provisions of this Section 3.4 shall survive the termination of the Agreement.
- 3.5. In addition to the Price, Client is solely responsible for the payment of any applicable value added tax, excise tax, sales tax, credit card handling fees or other assessment of a similar nature (collectively, "Assessments") which are imposed or charged with respect to the Products and/or Services. Unless Client provides Geotab with a duly executed sales tax exemption certification at the time of placement of the order pursuant to the applicable Order Form, Geotab will add the Assessments, as permitted by the Agreement or as required by applicable law, to the Invoice. The provisions of this Section 3.5 shall survive the termination of the Agreement.
- 3.6. In the event Client fails to pay the Price and/or Assessment by the Payment Deadline and in addition to any other rights or remedies available to Geotab, Geotab shall have the right to suspend any of its obligations under the Agreement until such time that Client has paid all amounts past due in full, including, but not limited to, the Price, the Assessments or any accrued Default Interest in full. Notwithstanding the foregoing, Client shall be and remain

liable for the full performance of all of its obligations hereunder and pursuant to the applicable Order Form.

- 3.7. Should Client terminate before the end of the Term (as defined in the applicable Order Form) if applicable, Client is responsible for the early termination fee as set forth on the applicable Order Form as well as any other provisions of these Terms and Conditions applicable to Client upon termination of the same. The provisions of this Section 3.7 shall survive the termination of the Agreement.
- 3.8. For Products or Services with a monthly recurring charge as part of the Price, Client shall (subject to the sole discretion of Geotab) either establish payment terms with Geotab or arrange for monthly automatic payments with Geotab. Automatic payments will be made via ACH directly from the Client's account as indicated on the applicable ACH authorization form. Geotab shall not be responsible whatsoever for Client's failure to provide written notice to Geotab of any changes to its account subject to the ACH withdrawals and any late payment due to such change shall be subject to the provisions of this Section 3. Client shall not be allowed to make monthly recurring charge payments with a credit card. If the Product needs repair or replacement, unless covered under warranty, Client shall be obligated to perform such repair or replace the Product at its sole cost. In any event Client shall still be obligated to pay any monthly recurring charges related thereto.

4. Shipping and Delivery

- 4.1. In addition to the Price, Client is solely responsible for the payment of Geotab's charges for packaging, delivery, shipping and transportation of the Products (collectively, "Shipping Costs").
- 4.2. Geotab standard shipping is FOB destination. Current Geotab standard Shipping Costs are \$35 per order or \$100 per order expedited. These rates are subject to change.
- 4.3. If Client elects to use their own shipping method, Client bears all risk of loss once Products are transferred to their chosen carrier. Client agrees and understands that they have been advised to obtain insurance on the Product insuring against any loss while the Product is in transit to Client's designated shipping location. Client agrees and understands that if the Product is lost or damaged in transit, Client shall nonetheless be responsible for paying the Price and all other costs it is responsible for under the Agreement. Client shall not be reimbursed Geotab.
- 4.4. Client shall inspect the Product within five (5) business days of receipt. Unless Client gives written notice to Geotab within said period of time specifying any defect, Client agrees that Client is satisfied with and has accepted the Product in good condition and in working order.
- 4.5. If Client fails to take delivery of the Product or any part of them upon delivery and/or fails to provide any instructions, documents, licences, consents or authorizations required to enable the Product to be delivered, Geotab shall be entitled, upon giving written notice to Client, to store or arrange for the storage of the Product. Upon such storage, risk of loss in the Product shall remain with Client and Client shall pay to Geotab all costs and expenses associated with such storage, including, but not limited to, Shipping Costs, storage fees and insurance charges arising from such storage. Notwithstanding Client's failure to take

delivery, Client shall still be obligated to perform under the Agreement, including performing all financial obligations hereunder.

5. Software, Licensing, and Fees

- 5.1. For any Products that have pre-installed software or which operate in conjunction with related software applications ("Product Software"), Client understands and acknowledges that the Product Software is necessary in order for the Products to function properly. Accordingly, upon the purchase and/or activation of the Product, Client shall be subject to the Product's manufacturer's end user license agreements ("EULAs") governing the use and access to the Product Software. If you are purchasing the Geotab solution, the Geotab End User License Agreement can be found [HERE](#).
If the solution you are purchasing is something other than Geotab, please contact us at USAFinance@geotab.com for further information. Client expressly agrees by its acceptance of these Terms and Conditions to be bound by any applicable EULAs.
- 5.2. The Parties hereby acknowledge and agree that neither Geotab USA nor the Client own the Product Software. Accordingly, Geotab USA shall not be responsible for the Product Software or the obligations of the Client or licensor under any agreement for the Product Software.
- 5.3. Any one-time licensing setup fees and/or monthly recurring licensing and application fees for the Product Software shall be indicated on the applicable Order Form and shall be considered a portion of the Price for purposes of the provisions of these Terms and Conditions and shall be the sole responsibility of the Client.

6. GPS and Asset Tracking Products and Services

Client hereby acknowledges and understands the following limitations relating to global positioning system ("GPS") Products and/or Services:

- 6.1. Complete service area coverage at all times is improbable. The existence of unfavorable conditions, such as weather and wave interference from distant stations, can interrupt Product and Service functionality. Moreover, if a Product is moved out of an available service area, communication with or Service related to that Product will be unavailable until it returns to an available service area. Other environmental issues including, but not limited to, service interruptions, poor coverage areas, network congestion, roaming and other wireless access issues may affect the Product and/or Service performance. GPS is a satellite based positioning technology providing expansive coverage throughout the world. However, the GPS antenna in the Product must have a radio frequency link to the GPS satellites. If such radio frequency link is impaired, the Product may be unable to correctly recognize its location. The Product has many complex elements and is not guaranteed against eavesdroppers, hackers, service attacks, viruses or interception. Geotab shall not be liable for any lack of privacy or security resulting from use of the Product and/or Service provided. The Product and Service is based on cellular technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom regulators with respect to cellular technology in mapping applications. Accordingly, Geotab shall not have any obligation whatsoever to issue a refund or furnish replacement Products or Services. Further, Geotab shall not incur any liability arising from a lack of network capacity of the Product and/or Service.

- 6.2. Asset tracking equipment ("Equipment"), which shall be deemed a Product for purposes of these Terms and Conditions is a GPS management solution intended for the monitoring and or tracking of powered and non-powered assets (e.g., trucks, trailers, generators, construction equipment and shipping containers). Client hereby agrees to not use the Equipment in safety-critical or military applications. Client shall use the Equipment in a careful and proper manner and shall comply with all applicable laws, rules, ordinances, statutes and orders regarding the use, maintenance and storage of the Equipment. Client understands that certain GPS and/or vehicle starter disablement technology may not now, or in the future, be permitted by law in certain states. Accordingly, Client bears the sole responsibility of verifying that the Equipment may be used in any particular installation, manner or location.
- 6.3. Client (the "Indemnifying Party") shall defend, indemnify and hold Geotab, its parent company, affiliates and their agents, suppliers, licensors, service providers, distributors, contractors, successors or assigns, and their respective directors, officers, shareholders, employees, agents and representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, damages, liabilities, costs, expenses (including, but not limited to, attorney' fees and costs) or losses relating to, arising from or in connection with the Equipment, GPS and/or starter disablement technologies.

The provisions of this Section 6 shall survive the termination of the Agreement.

7. Return and Cancellation Policy

- 7.1. Except as permitted pursuant to Sections 7.2 and 8.3 of the Agreement, Client understands and acknowledges that there are NO RETURNS OR CANCELLATIONS on any Products, Services, Product Software, hardware or licenses.
- 7.2. Certain manufacturers and distributors may allow returns if the Products are unopened and unused, subject to the sole discretion of the applicable manufacturer and/or distributor. Client understands and acknowledges that Geotab has no control over a manufacturer's or distributor's return policies and agrees to abide by the same. In the event Client wishes to try to return a Product, Client must contact Geotab in writing at USAFinance@geotab.com within five (5) business days of receipt of the Product to request a return merchandise authorization ("RMA"). Upon receipt of the request for an RMA, Geotab will contact the applicable manufacturer or distributor to determine whether such manufacturer or distributor accepts returns of the Product. Further, Client understands and acknowledges that in no circumstance shall Geotab be liable to Client for a distributor's or manufacturer's refusal to accept a returned Product. Notwithstanding the foregoing, Products built to Client's specifications, custom orders or specially ordered items cannot be returned or cancelled. Allowable returns may be subject to twenty percent (20%) restocking fee and/or additional Shipping Costs, which shall be the sole responsibility of Client. Original Shipping Costs of any kind shall not be credited in any circumstance.
- 7.3. Client understands that in the event a wireless service is utilized, there may be early termination fees ("ETF") imposed by the wireless carrier associated with cancelling service. Geotab is not responsible whatsoever for payment of an ETF charged to the Client. In the event that the wireless service is paid directly by Geotab, Client agrees to immediately

reimburse Geotab for any such ETF. Geotab shall have the ability to deduct the ETF as ACH withdrawal if Client has authorized such ACH pursuant to Section 3.8.

8. Warranty

The provisions of this Section 8 shall survive the termination of the Agreement.

- 8.1. As Geotab is not the manufacturer, no warranty (whether express, implied, or statutory) is made by Geotab regarding any Product. Client understands and acknowledges that Geotab is selling the Product to Client "as is," and Geotab makes no representations, warranties or conditions whatsoever regarding the Product or Client's use or inability to use the Product. Geotab disclaims, to the maximum extent permitted by applicable law, any and all warranties relating to the Product, including, but not limited to, warranties of merchantability, merchantable quality, durability, the design, fitness for a particular purpose, non-infringement, quiet enjoyment or quiet possession or those arising by statute or in law, from a course of dealing or usage of trade. Geotab expressly disclaims any implied warranty against infringement under the Uniform Commercial Code and any other applicable law, and is not responsible to indemnify Client or any other party in connection with any infringement claim. The entire risk arising out of the use or performance of the Product remains with Client. Geotab cannot and does not represent, warrant or covenant that: (a) the Product will meet Client's business or other requirements; (b) the Product will operate or be provided without interruption; (c) the Product will be error-free, virus-free or that the results obtained from its use will be accurate, reliable or current; or (d) all errors in the Product can be corrected or found in order to be corrected. Geotab accepts no responsibility for, and does not warrant the accuracy, currency or reliability of any report or output data prepared by or with the assistance of the Product. Geotab shall not be liable in any event to Client for any loss, delay or damage of any kind or character resulting from defects in, inefficiency of or accidental breakage of the Product.
- 8.2. Client represents that no agent, employee or representative of Geotab has made any affirmation, representation or warranty concerning the Product and/or Service and any affirmation, representation or warranty made by any of them shall not be enforceable unless set forth in writing and executed by a duly-authorized agent of Geotab.
- 8.3. Geotab shall provide the warranty certificate from the Product's manufacturer regarding material defects in materials and workmanship when so requested in writing by Client. In the event the Product is dead on arrival or maintenance or repair of the Product qualifies for warranty repair, Geotab will assist Client with the process via an RMA. For purposes of this Section 8.3, a product may be "dead on arrival" if it has symptoms of hardware failure which prevents its basic operation upon its first use out of its packaging, subject to the manufacturer's definition of the same, which is controlling.

9. Intellectual Property Rights; Indemnification; Limitation on Damages

The provisions of this Section 9 shall survive the termination of the Agreement, as applicable.

- 9.1. Certain functions of the Product may be protected by copyright and other intellectual property rights. Except for the rights expressly granted to Client under the Agreement (including any EULAs referenced in Section 5.1), all right, title and interest (including, but not limited to, all copyrights, trademarks, trade names, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights; collectively

"Intellectual Property Rights") in any element of the Product shall remain owned by its licensors or other holders of such Intellectual Property Rights. Client agrees that it is solely responsible for obtaining any and all licenses and/or permission that are necessary to use the Product without violating any Intellectual Property Rights. It is Client's sole responsibility to review and comply with the terms and conditions governing the use of any Intellectual Property Right that is contained in, used by or otherwise related to the Product.

- 9.2. All Intellectual Property Rights contained in or relating to the Product are the proprietary marks of its licensors or other holders of such Intellectual Property Rights, and, accordingly, are protected by law and may not be copied, imitated or used, in whole or in part, without the written consent of the respective owner. The Agreement does not grant Client any rights or title in or to the Intellectual Property Rights.
- 9.3. Indemnifying Party shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all claims, damages, liabilities, costs, expenses (including, but not limited to, attorney's fees and costs) or losses relating to, arising from or in connection with (i) any accident, injury, loss or damage, howsoever caused, to any person (including death) or loss of or damage to any property as shall occur arising from or due to the use of the Product and/or Services; (ii) alleged violation, infringement or misappropriation of any Intellectual Property Rights; (iii) any defects in the Product and/or Services; (iv) the acts or omissions of the Indemnifying Party; (v) the Indemnifying Party's breach of the Agreement; (vi) the Indemnifying Party's violation of any applicable law; or (vii) the Indemnifying Party's use or misuse of the Product and/or Services.
- 9.4. LIMITATION ON DAMAGES. CLIENT HEREBY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS WITH GEOTAB THE RISKS AND REWARDS ASSOCIATED WITH THE AGREEMENT, AS WELL AS THE PRICE TO BE PAID BY CLIENT FOR THE PRODUCTS AND/OR SERVICES. ACCORDINGLY, THE PARTIES AGREE TO ALLOCATE THE RISKS ASSOCIATED WITH THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, SO THAT GEOTAB'S TOTAL AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTIES IS LIMITED TO THE PRICE OR FIFTY THOUSAND AND NO/100TH DOLLARS (\$50,000.00), WHICHEVER IS LESS, FOR ANY AND ALL INJURIES, DAMAGES, LIABILITIES, LOSSES, CLAIMS, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE AGREEMENT, THE PRODUCTS OR THE SERVICES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GEOTAB, ITS LICENSORS, SUPPLIERS, MANAGERS, MEMBERS, CONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE OR OTHERWISE RESPONSIBLE FOR, AND CLIENT HEREBY EXPRESSLY WAIVES THE RIGHT TO MAKE ANY CLAIM WITH RESPECT TO: (i) 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 OR ANY CLAIM BY ANY THIRD PARTY; AND (ii) ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO: (A) ANY CHANGES GEOTAB MAY MAKE TO THE PRODUCT AND/OR SERVICES; (B) ANY MODIFICATION, INTERRUPTION, SUSPENSION, FAILURE OR DISCONTINUANCE OF THE

PRODUCT AND/OR SERVICES OR ITS OR THEIR FUNCTIONALITY; (C) ANY LOSS, DELETION, CORRUPTION OR FAILURE TO STORE OR TRANSMIT ANY OF CLIENT'S DATA; (D) THE COMPLETENESS OR ACCURACY OF CLIENT'S DATA OR ANY OTHER COMMUNICATIONS; (E) A THIRD PARTY'S UNAUTHORIZED ACCESS TO CLIENT'S DATA OR COMMUNICATIONS TRANSMITTED THROUGH THE PRODUCT AND/OR SERVICES; OR (F) ANY ACCIDENT OR INJURY CAUSED BY OR TO ANY PERSON OR PROPERTY IF THE ACCIDENT RESULTED FROM THE OPERATION OR FAILURE OF THE PRODUCT AND/OR THE SERVICES, IN EACH CASE, EVEN IF GEOTAB COULD FORESEE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10. Default; Remedies

- 10.1. Client shall be in default hereunder upon the occurrence of the following ("Client Event of Default"):
- a. Failure to pay any amount due pursuant to the Agreement, including, but not limited to, the Price, Assessments, Default Interest and Shipping Costs;
 - b. Client's breach of any of its representations, covenants, duties or obligations, whether arising pursuant to the Agreement or any other agreement between Client and Geotab;
 - c. Client becomes insolvent or makes an assignment for the benefit of creditors;
 - d. Client applies for or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the assets of Client under any bankruptcy or insolvency law, rule, statute or regulation, or any amendment thereto; or
 - e. Client violates any applicable law regarding or relating to the Products and/or Services.
- 10.2. Upon the occurrence of a Client Event of Default, Geotab may employ any remedy available to it, including, but not limited to, immediate termination of the Agreement upon written notice to Client and any and all rights and remedies available to Geotab at law or in equity. In the event of termination of the Agreement by Geotab pursuant to this Section 10.2, Client shall remain liable to Geotab for any obligations pursuant to the Agreement, including, without limitation, the payment of any Price, Assessments, Default Interest, Shipping Costs or any other fee or cost set forth in the Agreement or arising from or related to the Products and/or Services. Further, upon the occurrence of a Client Event of Default pursuant to Sections 10.1(c) or (d), Client shall take all steps necessary to ensure that Geotab is disclosed as a creditor of Client. All rights and remedies of Geotab hereunder are cumulative, and to the extent permitted by law, may be exercised concurrently or separately. Geotab's exercise of any remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy available to it. The failure or delay of Geotab to exercise any right or remedy hereunder shall not be deemed to operate as a waiver thereof.

11. Notices

Except as otherwise set forth in the Agreement, any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give or to serve upon the other shall be in writing and delivered by: (i) personal service to the address listed below; (ii) overnight courier (e.g., FedEx) to the address listed below; (iii) U.S. certified mail, postage prepaid, return receipt request, addressed as follows; (iv) facsimile to the fax number listed below; or (v) email to the email address listed below:

If contract signed with Geotab USA, Inc.:	Geotab USA, Inc. 7180 Pollock Dr, Las Vegas, NV 89119, USA Email:USAFinance@geotab.com With a copy to Geotab Inc. 2440 Winston Park Drive Oakville, Ontario L6H 7V2, Canada Email: legal@geotab.com
If contract signed with Geotab Inc.:	Geotab Inc. 2440 Winston Park Drive Oakville, Ontario L6H 7V2, Canada Email: legal@geotab.com
If to Client:	The contact, address, facsimile number and email address set forth in the applicable Order Form.

A notice sent via personal delivery shall be effective on the date of personal delivery, if personally delivered by 5:00 p.m. (local time); otherwise it shall be effective on the day following personal delivery. A notice sent via certified, U.S. Mail, return receipt requested with postage prepaid shall be effective two (2) days after the date of the postmark. A notice sent via overnight delivery shall be effective on the date it is delivered, if received on a business day by 5:00 p.m. (local time); otherwise, it shall be effective on the day following delivery. A notice sent via facsimile shall be effective on the date the facsimile is sent, if the facsimile is received on a business day by 5:00 p.m. (local time) as indicated on the fax confirmation sheet; otherwise, it shall be effective on the next business day. A notice sent via email shall be effective the date the email is sent, if the email is received on a business day by 5:00 p.m. (local time); otherwise, it shall be effective on the next business day. As used in the Agreement, the term "business day" shall mean a day which is a Monday, Tuesday, Wednesday, Thursday or Friday and not an official holiday in the State of Nevada. Any Party may change its address, fax number or email address to which notices are to be given by giving notice of such change of address or fax number in the manner for giving notices as set forth in this Section 11.

12. Miscellaneous

- 12.1. Geotab shall not be liable for any loss, damage, delay or failure to deliver the Products or Services caused by or arising from an accident, labor dispute, flood, earthquake, riots, fire, civil commotion, insurrection, war, embargoes, failure of carriers, government regulations, acts of God or any other causes or contingencies beyond its reasonable control.
- 12.2. Any waiver, modification, consent, amendment or acquiescence with respect to any provision of the Agreement shall be set forth in writing and duly executed by Geotab.
- 12.3. The Agreement and any and all transactions contemplated thereby shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. In the event of any dispute between the Parties arising, at law or in equity, in connection with the Agreement, the Products or the Services, the Parties agree that such dispute will be litigated in any court of competent jurisdiction in Clark County, Nevada. The provisions of this Section 12.3 shall survive the termination of the Agreement.
- 12.4. The failure of Geotab to seek redress for a violation of or to insist upon the strict performance of any covenant or condition of the Agreement shall not prevent Geotab from subsequently exercising its rights or remedies hereunder with respect to such covenant or condition or affect any such right or remedy to a subsequent act, which would have originally constituted a violation. No waiver by Geotab of any breach of the Agreement will be deemed a waiver of any other subsequent breach. The provisions of this Section 12.4 shall survive the termination of the Agreement.
- 12.5. If Geotab engages any attorney to enforce or defend any provision of the Agreement or as a consequence of any default under or breach of the Agreement by Client, with or without the filing of any legal action or proceeding, and including, without limitation, any fees and expenses incurred in any bankruptcy proceeding or in connection with any appeal of a lower court decision, Geotab shall be entitled to its reasonable attorneys' fees and expenses and all costs incurred in connection therewith. The provisions of this Section 12.5 shall survive the termination of the Agreement.
- 12.6. Client certifies that it will abide by all applicable U.S. export laws and regulations for all Products purchased under these Terms and Conditions. Client will not export or re-export any Products purchased hereunder which are subject to the Export Administration Regulations ("EAR") or any of the various regulations issued by the Office of Foreign Assets Control, or any other U.S. export control law to prohibited destinations and sanctioned and embargoed countries, except as authorized by, or excluded from the scope of, U.S. law. Client will not sell, transfer, divert, export, or re-export any Products for use in activities involving the development, production or use of nuclear, chemical, or biological weapons or missiles, nor for the use of these Products in any facilities engaged in activities related to such weapons, nor for military end use in China. Client will not sell, transfer, export, re-export, directly or indirectly, Products to individuals or entities included on lists maintained by the U.S. Departments of Commerce, State, and/or treasury.
- 12.7. Client may not assign the Agreement without the prior written consent of Geotab. Geotab has the right to assign the Agreement without notice to or consent of Client.

- 12.8. If any term or provision of the Agreement is found invalid by a court of competent jurisdiction, it shall not affect the validity and enforcement of the remaining terms and provisions of the Agreement.
- 12.9. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties with respect to the matters contained in the Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of the Agreement will be set forth in writing and duly executed by the Parties.