



Installer Certification Application and Agreement

Applicant Details

Applicant Type: Corporation Individual

Applicant's Full Legal Name: _____

Email Address: _____ Web Site URL(s): _____

Street Address: _____ City: _____

State / Province: _____ US/Canada _____ Zip / Postal Code: _____

Mailing Address (if different from above) (Checkbox if same as Street Address)

Street Address: _____ City: _____

State / Province: _____ US/Canada _____ Zip / Postal Code: _____

Have you applied to become a Geotab Installer in the past or have you worked for a company who was an installer of Geotab products? If so, what was the name of that company?

Associated Installation Company Details (if applicable)

Name of Associated Installation Company: _____

Street Address: _____ City: _____

State / Province: _____ US / Canada: _____ Zip / Postal Code: _____

Web Site URL(s): _____ , _____

Telephone: _____ Fax: _____

Service Area Details

In what area(s) do you plan on offering installation services?

By signing below and submitting this application to Geotab Inc. ("us", "we" or "Geotab") you:
(a) represent, warrant and covenant that: (i) if applicant is not an individual, you represent, and have authority to bind, the person or entity identified in the "Applicant's Full Legal Name" field above and understand that references to "you" are deemed to refer to such person or entity and the individual completing this form, acting in your capacity as a duly authorized representative of such entity; (ii) the information you have provided above is true, accurate, current and complete and you are authorized to, and have obtained all necessary consents to provide all information and documents relating to your application to us; and (iii) you will hold all information provided by us (including this Agreement) in confidence and not disclose or make available any such information to any third parties;

(b) confirm that you understand that your submission of this application is solely an offer by you to become an certified installer of our products, and that we have no obligation or liability to you or any agreement with you (other than your promise to keep our information confidential) in any manner unless and until we, in our sole discretion, send you a copy of this form countersigned by us within 30 days of our receipt of your application ("Acceptance") and, if we do not do so, your application is deemed to have been declined, provided that in such event, you acknowledge and agree that Section 9 (Confidentiality) will be binding upon you with respect to any confidential information we have provided to you;

(c) acknowledge receipt of, and agree to accept and abide by the attached terms and conditions (which together with this application constitute the "Agreement");

(d) acknowledge and agree that: (i) the Agreement contains the entire agreement between you and us relating to your appointment as a certified installer; (ii) the Agreement supersedes all prior agreements between you and us relating to same; and (iii) there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us other than as expressly set forth in this Agreement; and

(e) you acknowledge and understand that that we reserve the right to reject your application or, following acceptance, terminate the Agreement and/or suspend your status as an certified installer, if we determine that any information or documentation you have provided in connection with your application is not true, accurate, complete or current

APPLICANT

Signature: _____

Name (please print): _____

Date (please print): _____

Upon your review and completion of this application, please return both completed pages to Geotab:

Geotab Inc.
1081 South Service Road West
Oakville, ON
CANADA L6L 6K3

Attention: Angie Milne
Fax: +1 (416) 352-7432
Email: angiem@geotab.com

Installer Resources: <http://www.geotab.com/support/installers.aspx>

We confirm acceptance of your application.

GEOTAB INC.

Signature: _____

Name (please print): _____

Date (please print): _____

Installer Certification - Terms and Conditions

1. Appointment as Certified Installer

(a) *Appointment.* Subject to the terms and conditions hereof, upon your successful completion of all training, testing and certification requirements (the "Certification Requirements") that we may specify from time to time, we will appoint you, and you agree to act as, a certified installer of our products (a "Geotab Certified Installer"). We reserve the right to appoint other Geotab Certified Installers in any area at any time in our sole discretion.

(b) *Your Obligations.* In consideration of your appointment as a Geotab Certified Installer, you will, following your appointment pursuant to Section 0 above: (i) diligently maintain your knowledge, proficiency and expertise with all aspects of our products and related services, including without limitation all aspects of installing and servicing same through training, testing and certification on our products or services as specified by us by us from time to time; (ii) provide installation, configuration, setup and other services (the "Installer Services") to users or resellers of our products and services or other third parties ("Geotab Users") in accordance with the requirements of this Agreement; (iii) review and understand all policies and procedures applicable to Geotab Certified Installers and comply with same; and (iv) comply with all applicable laws and regulations. Unless otherwise expressly agreed upon in writing, you are solely responsible for your dealings with Geotab Users, any expenses you incur in connection with such dealings, and any fees or other amounts due or owing to you. For greater certainty, Installer Services do not include, and you are not granted any rights hereunder, to sell or resell our products or automated services.

(c) *Your Restrictions.* You will not and will not permit or encourage any others to: (i) communicate to any person in any form: (A) any unauthorized contractual representations, warranties or similar commitments in respect of our products or services which is inconsistent with our standard warranty; (B) any misrepresentation or misleading statement (including by omission); (ii) except as expressly set out herein or with our prior written consent, modify, translate, reverse engineer, decompile, disassemble or create derivative works from our products (including any software or firmware); (iii) except as expressly set out herein or with our prior written consent, modify, monitor or interfere in any manner with the delivery of our services which involve the transmission or receipt of data; (iv) engage in any abusive, fraudulent, deceptive, misleading, illegal, unfair or unethical activities or practices; or (vi) do anything which may bring us, our products or services into disrepute or that otherwise may harm or impair our trademarks, our goodwill, our reputation or that of our products or services.

(d) *Our Obligations.* During the Term, subject to the terms and conditions of this Agreement, we will make available to you or have third parties make available training, testing and certification materials, services and resources (collectively, "Certification Materials") for Installer Services. The provision or use of Certification Materials may be subject to other terms and conditions and additional fees or charges.

(e) Nothing in this Agreement will be construed to restrict our activities in connection with the development, implementation, operation, or provision of any products, services or facilities whatsoever, whether similar to or competitive with the Installer Services or any of your products or services. We reserve the right to add, delete, modify, change, discontinue or limit our services or the features, functionality, performance or other aspects of our products or services from time to time as we determine in our sole discretion.

2. Term and Termination

(a) *Term.* The initial term (the “Initial Term”) of this Agreement commences upon the date we send you written confirmation that your application has been accepted and continues until the day immediately preceding the third anniversary thereof unless otherwise terminated in accordance herewith. Upon the expiration of the Initial Term or any Renewal Term, the Agreement will automatically renew for subsequent terms of one year each (each a “Renewal Term” and together with Initial Term, the “Term”) unless either party gives written notice of non-renewal effective at the end of the then-current Initial Term or Renewal Term not less than 120 days prior to such expiration or otherwise terminated in accordance herewith.

(b) *Termination for Cause.* Either party may terminate this Agreement upon notice to the other party if: (i) the other party materially breaches this Agreement, unless such party cures such breach within 30 days of notice thereof; (ii) the other party becomes insolvent or bankrupt; (iii) the other party makes an assignment under or otherwise takes advantage as a debtor of, bankruptcy or insolvency laws; (iv) any steps are taken to windup or otherwise terminate the other party’s existence as a legal entity; (v) the other party ceases operating as a going concern; or (vi) the other party makes an assignment under applicable bankruptcy or insolvency laws or has a receiver or trustee appointed, unless such appointment is vacated within 30 days of such appointment. Any failure by you to meet all applicable Certification Requirements is deemed to be a material breach of this Agreement.

Unrestricted Termination. Either party may terminate this Agreement at any time for any reason or for no reason by giving 30 days prior written notice to the other party.

(c) *General Consequences of Termination.* Upon the expiration or any earlier termination of this Agreement, but subject to Section 0 below: (i) all rights and licenses granted by us to you will automatically terminate; (ii) you will return or, if we instruct, destroy, any and all confidential information, price lists, terms and conditions, advertisements, pamphlets, brochures, manuals and any other material we have supplied to you or which relates to our products or related services or which incorporate our trade-marks, logos or corporate names; and (iii) you will immediately pay all amounts owing to us in respect of the supply of any product or service up to the effective date of expiration or termination.

(d) *Survival.* The parties agree that the provisions hereof requiring performance or fulfilment after the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement.

3. Installer Services

(a) *Service Engagements.* We may, upon your completion of the Certification Requirements, in our discretion, recommend you to End Users for the provision of Installer Services. You are solely responsible for negotiating and agreeing upon the terms and conditions (each, an “Installer Services Agreement”) for your provision of any Installer Services to any End User or other third party, including the fees you charge for same, so long as nothing in any Installer Services Agreement conflicts or is otherwise inconsistent with this Agreement, and you are and will at all times be in compliance with this Agreement in the course of performing your obligations thereunder. You acknowledge and agree that we will have no obligation or liability whatsoever arising from or related to such engagements, including without limitation any liability to you for unpaid fees or other amounts.

(b) *Service Quality.* You agree to perform all Installer Services in a professional and workmanlike manner, in compliance with all our then-current policies and procedures and Certification Materials, as applicable. You shall test all installations of our products performed by you using the testing tools made available to

you through our website or otherwise. You will not permit any individual to perform any Installer Services for or on your behalf unless such individual has met all applicable Certification Requirements. We reserve the right to audit, review or inspect, at any time, your performance of Installer Services or the results thereof. If any such audit, review or inspection reveals any deficiency or non-compliance with this Agreement, you will, promptly upon notice from us, correct such deficiency or non-compliance at your expense.

4. Insurance

During the Term and for a period of at least two years thereafter, you must procure and maintain, in full force and effect and at your expense, a comprehensive general liability insurance policy or policies with a policy limit equal to the greater of \$1 million and your aggregate revenues earned in the most recent twelve month period in respect of the performance of Installer Services covering death, personal injury, property damage, contractual liability, operations liability, advertising injury and product liability, and any other liability arising out of or occurring in connection with your business under any agreement between you and any Geotab User. Such policy or policies shall provide that Geotab is an additional named insured and that they will not be cancelled or altered without at least 60 days' prior written notice to us. You must furnish us with a certificate of such insurance upon our request. The purchase of such insurance coverage shall not relieve you of any of your obligations or liabilities under this Agreement.

5. Warranty Disclaimer

WE EXPRESSLY DISCLAIM, ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

6. Your Indemnity

YOU SHALL INDEMNIFY AND HOLD HARMLESS GEOTAB, ITS AGENTS, SUPPLIERS, DISTRIBUTORS, SUB-DISTRIBUTORS, SUCCESSORS OR ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES (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 WHICH AN INDEMNIFIED PARTY MAY SUFFER OR INCUR IN CONNECTION WITH YOUR BUSINESS ACTIVITIES (INCLUDING WITHOUT LIMITATION YOUR PERFORMANCE OF INSTALLER SERVICES, YOUR FAILURE TO COMPLY WITH THE PROVISIONS HEREOF (INCLUDING ANY FAILURE TO PERFORM INSTALLER SERVICES IN ACCORDANCE WITH OUR THEN-CURRENT POLICIES AND PROCEDURES), YOUR BREACH OF ANY INSTALLER SERVICES AGREEMENT OR YOUR NEGLIGENCE OR WILFUL MISCONDUCT.

7. Limitation of Liability

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR LIABILITY TO YOU HEREUNDER OR OTHERWISE, INCLUDING WITHOUT LIMITATION IN RESPECT OF YOUR CERTIFICATION, FAILURE TO BE CERTIFIED, OUR TRADE-MARKS OR THE CERTIFICATION MATERIALS, EXCEED THE AMOUNT YOU HAVE PAID TO US HEREUNDER IN THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OUR LICENSORS, SUPPLIERS OR CONTRACTORS OR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, BE LIABLE OR OTHERWISE RESPONSIBLE FOR, AND YOU HEREBY WAIVE THE RIGHT TO MAKE ANY CLAIM WITH RESPECT TO 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, EVEN IF WE COULD FORESEE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

8. Intellectual Property

(a) *Trademarks.* All trade names, company names, trademarks, service marks, domain names and other product and service names and logos on our website or appearing on our products or on Certification Materials are the proprietary marks of us or our licensors, and are protected by law and may not be copied, imitated or used, in whole or in part, without the consent of their respective owners, other than as expressly permitted hereunder. Subject to the terms and conditions of this Agreement, we grant you a limited, non-exclusive and royalty-free right to use our trademarks which have been expressly identified by us as those which can be used by Geotab Certified Installers, to market, promote, advertise and sell Installer Services. You must not use our trademarks for any other purpose whatsoever. You further agree to: (i) comply with all instructions, policies, procedures and guidelines relating to your use of our trademarks; (ii) upon notice from us, discontinue immediately any practice relating to the use of our trademarks which in our opinion may adversely affect our rights or interests therein or thereto; (iii) refrain from using or permitting anyone else to use our trademarks in the name of any other legal entity or person; (iv) submit for our review and approval any materials bearing our trademarks prior to distribution or publication; and (v) permit us or our agents to inspect your offices and other facilities to verify your compliance with this Section 8. You consent to us identifying you as a Geotab Certified Installer on our website or other marketing, advertising or other materials from time to time as we determine in our sole discretion.

(b) *Feedback.* You understand and agree that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that is provided or made available to us arising from or related to the performance of Installer Services which relate to our products or services, Certification Materials, our policies, practices or procedures, or any other materials or information we have provided to you, including in the course of utilizing support or other services we have provided to you, shall become our exclusive property and may be used by us to modify, enhance, maintain and improve any of the foregoing without any obligation or payment to you whatsoever.

9. Confidentiality

You agree that any and all information, written or oral, which is proprietary or confidential in nature which we disclose to you (including all Certification Materials and other materials provided to you hereunder) shall be treated by you as confidential and that such information shall not be disclosed during the Term or at any time thereafter, directly or indirectly, to any other person, firm or corporation without our prior written consent. You will use such information solely for the purposes of performing your obligations under this Agreement and the Installer Services and must limit access to and disclosure of confidential information solely to those employees, agents and contractors with a need to know in order to perform your obligations hereunder and who are bound under a written agreement with obligations of confidentiality no less protective than those set forth herein to maintain such information in confidence. You must promptly notify us of any misuse, misappropriation, or disclosure of confidential information in contravention of this Agreement.

10. Interpretation

(a) *Headings.* The headings of all Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(b) *Extended Meanings.* All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

(c) *Severability.* The parties agree that it is the intention of each party not to violate any public policy, statutory or common law or government regulation. To the extent that any term, condition, provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such term, condition, provision, portion or extent 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 best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provisions and the remainder of this Agreement shall remain binding upon the parties.

11. General

(a) *Communications.* You agree to receive communications from us, including service notices through e-mail and postings on our website. We may also send notices to you by fax, post, personal delivery or courier sent to the most recent address or number you have provided to us through our website. You may send communications to use through our website, subject to this provision. You agree that legal claims and demands against us must be sent to us by personal delivery, registered post or courier to Geotab Inc., 1081 South Service Road West Oakville, ON, Canada L6L 6K3, ATTN: President or such other address as we may advise you from time to time in accordance with this provision. Any notice will be deemed to be received: (i) if mailed, ten business days following mailing; (ii) if delivered by courier, three business days following acceptance for delivery by the courier; (iii) if delivered personally, on the actual day of delivery unless after business hours, in which case it will be deemed to be received the following business day; (iv) if delivered by e-mail, on the next business day following transmission; and (v) if delivered through our website, on the actual day where our website confirms the notice to have been delivered unless after business hours, in which case it will be deemed to be received the following business day.

(b) *Force Majeure.* We will be relieved of our obligations hereunder and will not be liable to you or to any third party if we are unable or fail to perform any of our obligations under this Agreement as a result of any fire, explosion, war, riot, strike, walk-out, labour dispute, flood, 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 or other authority, or any other cause (whether or not of the same character as the foregoing) beyond our reasonable control, for so long as such cause prevents us from so performing.

(c) *Governing Law.* This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, and the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement shall be deemed to be made in the Province of Ontario and you hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario for any legal action

arising out of this Agreement or the performance of the obligations hereunder and you agree not to commence any action, suit or proceeding in any jurisdiction other than the Province of Ontario.

(d) Waivers. No waiver by either party of any breach by the other of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

(e) Independent Contractors. The relationship between the parties is intended and is to be construed as of that of independent contracting parties only. Nothing contained herein will be deemed or construed by you or us, or by any third party, to create the relationship of partnership or joint venture or a relationship of principal and agent, employer-employee, master-servant, or franchisor-franchisee between you and us and no provision contained herein will be deemed to create any relationship between you and us other than the relationship of independent parties contracting for supply and resupply of products and services. Except as expressly set out in this Agreement, nothing whatsoever in this Agreement shall constitute either party as having the authority to bind the other in any manner whatsoever, and nothing whatsoever contained in this Agreement shall give or is intended to give any rights of any kind to any third party.

(f) Assignment and Subcontracting. You may subcontract or delegate your obligations hereunder, provided that if you do so, you may only subcontract or delegate to another Geotab Certified Installer, and you will be responsible and liable for all acts or omissions of those to whom you subcontract and delegate as if such acts or omissions were yours, including any breach of this Agreement. You must ensure that such subcontractors or delegates comply with the applicable provisions of this Agreement, including, without limitation, procuring insurance coverage. We may assign this Agreement or any rights or obligations hereunder in whole or in part to an affiliate or to any person to which we have granted master or territorial rights in respect of our products or services. You may not assign or transfer this Agreement or any of your rights or obligations hereunder, including by operation of law. This Agreement shall be binding upon and ensure to the benefit of both parties and their respective successors and permitted assigns.

(g) Further Assurances. Each party will promptly execute and deliver to us such further documents and take such further action as the other party as reasonably required to more effectively carry out the intent and purpose of this Agreement.