

BLUEARROW FUEL END USER LICENSE AGREEMENT (EULA)

Last Updated: April 16, 2026

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This End User License Agreement (“Agreement”) is a legal contract between you (either an individual user or, if you are acting on behalf of a business or other legal entity, such entity’s authorized representative) and BlueArrow Telematics, Inc. (“BlueArrow,” “we” or “us”). BlueArrow Fuel and related services are accessible through Geotab’s add-in platform at www.bluearrowfuel.com, and, where authorized, through application programming interfaces (APIs) (collectively, the “Service”). BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICE.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these terms and conditions. If you do not have such authority, or if you do not agree to all of the terms of this Agreement, you must not access or use the Service.

1. DEFINITIONS

- “Customer” means the business entity that purchases a subscription for the Service through Geotab’s Order Now program or otherwise grants you access to the Service.
- “User” means an individual authorized by a Customer to access the Service. Users include employees, fleet managers, drivers and other individuals granted login credentials.

- “Authorized Device” means a vehicle telematics device, sensor or other hardware registered with Geotab and linked to a Customer account for the purpose of obtaining fuel transaction data and related telemetry.
- “Third-Party Services” means services, data feeds or platforms provided by third parties that interoperate with the Service, including Geotab, fuel card or bulk fuel providers, payment processors and any other third-party products or services.
- “Documentation” means user guides, help files, manuals or other materials provided by BlueArrow describing the functionality and use of the Service.
- “Subscription” means the right to access the Service during the term purchased through Geotab or other authorized sales channels.

2. GRANT OF RIGHTS

Subject to your compliance with this Agreement, BlueArrow grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Service and the Documentation solely for the internal business purposes of the Customer during the applicable subscription term. You acknowledge that the Service is licensed, not sold, and that BlueArrow retains all right, title and interest in and to the Service, Documentation and underlying technology. This Agreement does not convey any rights in the Service or any intellectual property except for the limited license granted herein.

3. RESTRICTIONS ON USE

You shall not and shall not permit any third party to:

1. Reverse engineer, disassemble or decompile the Service or attempt to derive its source code or underlying ideas except to the extent permitted by law;
2. Modify, adapt or create derivative works based on the Service or Documentation;
3. Rent, lease, sublicense, resell, transfer or distribute the Service to any third party;
4. Use the Service in violation of applicable laws or regulations, including U.S. export control laws or sanctions regimes;
5. Access the Service in order to build or assist in building a competitive product or service;
6. Circumvent security or access controls, share login credentials with any unauthorized person, or permit the Service to be used by more individuals than are authorized;

7. 7. Use the Service to process or store any data that is unlawful, defamatory, invasive of privacy, or otherwise objectionable, or that infringes or misappropriates any third-party intellectual-property rights;
8. 8. Use any automated means (including bots, scripts or scrapers) to access or extract data from the Service except through the published API and in accordance with BlueArrow-approved written terms.

4. THIRD-PARTY SERVICES AND DEPENDENCIES

The Service may interoperate with or depend on Third-Party Services, including but not limited to Geotab telematics services and various fuel card or fuel transaction providers. BlueArrow does not control and is not responsible for Third-Party Services. Access to Third-Party Services is subject to the terms and conditions and privacy policies of the applicable third-party provider. BlueArrow expressly disclaims any liability for delays, inaccuracies, failures, interruptions, or loss of data arising from the performance of any Third-Party Service. You acknowledge that you (or your Customer) may be required to enter into separate agreements with Third-Party Service providers and that continued access to the Service may be conditioned on your compliance with those agreements.

5. TRIAL PERIODS AND SUBSCRIPTION TERMS

Subscriptions are purchased through Geotab's Order Now program on a per-device, monthly basis. BlueArrow bills Geotab, and Geotab bills Customers for subscriptions. Free or discounted trial periods may be offered from time to time. Unless otherwise stated in a separate contract, trial access may be terminated at any time in BlueArrow's sole discretion. Use of the Service beyond a trial period requires an active subscription.

6. DATA OWNERSHIP AND USE

BlueArrow acknowledges that, as between the parties, the Customer retains ownership of any fuel transaction data, telematics data or other information that you submit to or through the Service (collectively, "Customer Data"). BlueArrow will store Customer Data and use it only (a) to provide and improve the Service; (b) to aggregate and anonymize data for statistical or marketing purposes (e.g., stating that the Service processed a certain number of alerts or transactions over a period); and (c) for internal diagnostics, debugging

and security purposes. BlueArrow does not sell Customer Data to third parties. For further information on how BlueArrow collects, uses and discloses personal data, please refer to BlueArrow's Privacy Policy.

7. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of non-public information disclosed by the other party that is marked or reasonably understood to be confidential. Confidential information does not include information that (a) is or becomes publicly known through no fault of the receiving party; (b) is received by the receiving party from a third party without breach of any obligation; or (c) is independently developed by the receiving party without use of confidential information. The receiving party agrees to use the disclosing party's confidential information solely to perform its obligations or exercise its rights under this Agreement and to protect such information with the same care it uses for its own confidential information.

8. SECURITY

BlueArrow maintains commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Customer Data. The Service is hosted on Amazon Web Services (AWS) infrastructure. However, no method of transmission over the internet or electronic storage is fully secure. You acknowledge that the Service is provided over the internet and that BlueArrow is not responsible for the security of data while in transit outside BlueArrow's systems.

9. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND ALL RELATED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. BLUEARROW AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BLUEARROW DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL

MEET YOUR REQUIREMENTS OR EXPECTATIONS. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE IS SUFFICIENT FOR YOUR INTENDED USE.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL BLUEARROW, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, EVEN IF BLUEARROW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES 【213156359842467†L380-L391】 【844927969290021†L147-L155】 . BLUEARROW'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. INDEMNIFICATION

You agree to indemnify, defend and hold harmless BlueArrow and its directors, officers, employees, agents and licensors from and against any claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of or related to (a) your breach of this Agreement; (b) your misuse of the Service; or (c) any data or content you submit to the Service that infringes the intellectual property or privacy rights of a third party. BlueArrow reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you. In such case you agree to cooperate with any reasonable requests assisting BlueArrow's defense of the matter.

12. TERM AND TERMINATION

This Agreement remains in effect until the expiration or termination of the applicable subscription. BlueArrow may suspend or terminate your access to the Service immediately upon notice if you breach this Agreement or if the Customer fails to pay applicable subscription fees. You may discontinue use of the Service at any time. Upon termination for non-payment, BlueArrow will retain Customer Data for thirty (30) days to permit the

Customer to remediate the issue; after thirty days, BlueArrow may delete or destroy Customer Data without further notice. Sections 2-4, 6-10, 12-14 and any other provisions that by their nature should survive termination will survive termination of this Agreement.

13. CHANGES TO THE SERVICE OR AGREEMENT

BlueArrow may update or modify the Service (including adding or removing features) or revise this Agreement from time to time. If a revision materially alters your rights, BlueArrow will use reasonable efforts to notify you (for example, by posting a notice on Geotab's marketplace or by sending an email to the email address associated with your account). Continued use of the Service after the effective date of any such changes constitutes your acceptance of the revised Agreement. If you do not agree to the changes, you must stop using the Service.

14. EXPORT COMPLIANCE AND ACCEPTABLE USE

You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List. You agree not to use the Service for any purpose prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear, missile or chemical or biological weapons. You must comply with all applicable laws, rules and regulations in connection with your use of the Service.

15. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance (other than payment obligations) caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, power failures or internet outages.

16. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles 【213156359842467†L403-L408】 . The parties agree that any dispute arising under or in connection with this Agreement shall be brought in the state or federal courts located in Wake County, North Carolina, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

17. GENERAL PROVISIONS

- Entire Agreement. This Agreement constitutes the entire understanding between you and BlueArrow with respect to its subject matter and supersedes all prior or contemporaneous oral or written communications.
- Severability. If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement will remain in full force and effect.
- Assignment. You may not assign or transfer this Agreement (by operation of law or otherwise) without BlueArrow's prior written consent, and any attempted assignment without such consent is void. BlueArrow may assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of substantially all of its assets.
- No Waiver. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- Notices. Any notices required under this Agreement shall be given in writing and deemed effective upon delivery to the address below. Notices to BlueArrow must be sent to BlueArrow Telematics, Inc., 1760 Heritage Center Drive, Suite 201, Wake Forest, NC 27587.

By accessing or using the Service, you acknowledge that you have read, understood and agree to be bound by this Agreement.