

Last Revised: July 23, 2026

MAIN SOFTWARE SUBSCRIPTION, PROFESSIONAL SERVICES AND HARDWARE PURCHASE AGREEMENT

THIS MAIN SOFTWARE SUBSCRIPTION, PROFESSIONAL SERVICES AND HARDWARE PURCHASE AGREEMENT (“**AGREEMENT**”) GOVERNS A CUSTOMER’S ACQUISITION AND USE OF PRODUCTS. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR TRIAL SERVICES OF PRODUCTS, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT TRIAL SERVICES TERM.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING TRIAL SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE PRODUCTS.

Customer represents and warrants that Products are purchased solely for the purpose of its professional activity.

Products may not be purchased or accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Geotab reserves the right to restrict or refuse the sale or access to its Products to direct competitors, where such restriction is reasonably necessary to protect Geotab’s legitimate business interests, including the safeguarding of confidential information, intellectual property, and system integrity.

Any such restriction shall be applied in a non-discriminatory manner and only to the extent strictly necessary for the protection of these legitimate interests. Requests for access or purchase by direct competitors may be considered by Geotab upon written request and subject to appropriate confidentiality or licensing arrangements.

This Agreement was last updated on July 23, 2026. The “**Effective Date**” of this Agreement is the date on which Customer first indicates its assent to the terms of this Agreement in one of the ways provided above.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. The Agreement includes and incorporates the attached Schedule 1 (*Definitions*).

1.2. Interpretations. Section headings in this Agreement are included herein for convenience of reference only and will not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, will not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

1.3. Currency. All currency or dollar references will be as specified in the associated Order Form.

1.4. Conflict of Terms. In the event of a conflict or any inconsistency between, or ambiguity with respect to the following documents, to the extent permitted by law, the following documents will apply and prevail in

the following successive order of priority to the extent of such conflict, inconsistency, or ambiguity: (a) this Agreement; (b) the Additional Terms of Service; (c) the Documentation; and (d) Order Forms.

- 1.5. **Geotab Terms Prevail.** To the extent permitted by law, the terms of this Agreement, together with any other documents or terms and conditions incorporated herein by reference and all related Schedules, including but not limited to the Additional Terms of Service, the Documentation and the Order Form(s), prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions contained in any purchase order or other document issued by Customer. In the event of any conflict between the terms of this Agreement and any other document or terms and conditions incorporated herein by reference and the terms of any purchase order or any other document issued by Customer, the terms of this Agreement and any other document or terms and conditions incorporated herein by reference will prevail.

2. GEOTAB RESPONSIBILITIES

- 2.1. **Provision of Products and Content.** During the applicable Subscription Plan Term or Third Party Service Term (in respect of Third Party Products only), Geotab and/or its licensors will (a) make Products and Content available to Customer pursuant to this Agreement, and the applicable Order Form(s) and Documentation, (b) provide applicable Geotab and/or its licensors standard support for Products to Customer at no additional charge, and (c) provide Products in accordance with Laws and government regulations applicable to Geotab's provision of its Products to its customers generally (i.e., without regard for Customer's particular use of Products), and subject to Customer's use of Products in accordance with this Agreement, the Additional Terms of Service, the Documentation and the applicable Order Form(s).
- 2.2. **Protection of Customer Data.** Geotab and/or its licensors will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation and the Additional Terms of Service. Those safeguards will include, but will not be limited to, reasonable measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).
- 2.3. **Retention of Customer Data.** Subject to any applicable Law, Geotab and/or its licensors will retain Customer Data as described in the Documentation and the Additional Terms of Service.
- 2.4. **Standard of Performance.** Geotab will use commercially reasonable efforts to perform any Professional Services specified in an Order Form.

3. PROPRIETARY RIGHTS AND LICENSES

- 3.1. **License by Geotab.** Subject to the terms and conditions of this Agreement, the principal supply by Geotab to its Customer is the granting of a non-exclusive, non-transferable (except in accordance with Section 17.9 – Assignment below), limited, royalty-free license, with the right to grant sublicenses to Divested Businesses pursuant to Section 3.7 – Divested Businesses and any and all such sublicenses as may be required to authorize third parties to exercise the access and use rights set forth in Section 3.7 – Divested Businesses, for the Subscription Plan Term, solely to access and use, and to permit its Users to access and use, Products, in accordance with Documentation, solely for Customer's operations in its ordinary course of business.
- 3.2. **Geotab's Intellectual Property and Ownership Rights.** As between Customer and Geotab, Geotab and Geotab's licensors retain and own all right, title and interest and all Intellectual Property Rights in and to Products, Geotab's Confidential Information, Content, Documentation, and all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of Geotab or by Customer and its Users, including any application programming interface created or developed by or on behalf of Geotab between a Product and Third Party Software or any other work, invention or asset protected or protectable by Intellectual Property Rights (collectively, "**Geotab Intellectual Property**"). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the Geotab Intellectual Property. To the extent any interest of any kind whatsoever in the Geotab Intellectual Property becomes vested in Customer, Customer hereby assigns, and further automatically assigns upon creation, any and all such interests in or to the Geotab Intellectual Property to

Geotab, and agrees that it shall execute any documents Geotab requires in its sole and absolute discretion to give full effect to this Section. The Customer shall waive or procure a waiver of any moral rights subsisting in any Geotab Intellectual Property to which any individual is or may be entitled to under any applicable law.

- 3.3. Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of the applicable Order Form(s), this Agreement and the Documentation.
- 3.4. License by Customer to Geotab.** Customer grants Geotab, its Affiliates, Geotab's licensors and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Third Party Software and program code created by or for Customer using a Product or for use by Customer with Products, and Customer Data, each as appropriate for Geotab and/or its licensors to provide and ensure proper operation of, Products and associated systems in accordance with this Agreement (the "**Customer License**"). Customer hereby represents and warrants to Geotab that it is entitled to grant to Geotab the Customer License under the terms of all applicable agreements. If Customer chooses to use Third Party Software with a Product, Customer grants Geotab permission to allow the Third Party Software and its provider to access Customer Data and information about Customer's usage of the Third Party Software as appropriate for the interoperation of that Third Party Software with Products. Subject to the limited licenses granted herein, Geotab acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Third Party Software or such program code.
- 3.5. Customer License to Use Feedback.** Customer grants to Geotab, its Affiliates, its licensors and applicable contractors a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Geotab, its Affiliates' and/or its licensors Products.
- 3.6. Aggregated Data.** Geotab and/or its licensors compile, store and use aggregate data, system usage information and elements of Customer Hardware Data to monitor and improve Products and for the creation of new products from which it is not reasonably possible to identify Customers or individuals ("**Aggregated Data**"). The Aggregated Data that Geotab uses in this manner is not Customer Hardware Data itself. Geotab and/or its licensors have ownership of Aggregated Data and will not attempt to disaggregate the Aggregated 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. For the sake of clarity, Aggregated Data is not Confidential Information of Customer.
- 3.7. Divested Businesses.** In the event Customer divests one or more of its operating divisions or Affiliates, or Customer itself is divested, Customer may, subject to Geotab's prior written consent, not to be unreasonably withheld or delayed, transfer Customer's access rights, assign in part, or grant sublicenses, as applicable, under this Agreement to each Divested Business to allow each Divested Business to continue to access and use the Products to the same extent as prior to the divestiture for the duration of the Subscription Plan Term from the effective date of the divestiture of such Divested Business. Following such divestiture, Customer shall have no obligation or liability for any amounts payable for a Divested Business's use of the Products or any other performance or nonperformance by any Divested Business, provided that such Divested Business agrees in writing to be liable directly to Geotab and to enter into a separate agreement on substantially similar terms as this Agreement (unless otherwise agreed to by Geotab).
- 3.8. Equitable Relief.** Each of Customer and Geotab acknowledges that monetary damages will be an inadequate remedy if the other violates the terms of this Agreement pertaining to protection of a party's Intellectual Property Rights, or Confidential Information. Accordingly, each party has the right, in addition to any other rights each of them may have, to seek in any court of competent jurisdiction, temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in this Agreement.

4. THIRD PARTY PRODUCTS

4.1. Third Party Products. Geotab or third parties may make available (for example, through the Geotab Marketplace, a General Marketplace or otherwise) Third Party Hardware or Third Party Software and implementation and other consulting services (collectively, “**Third Party Products**”).

4.1.1. Geotab is an Agent / Distributor. Geotab does not manufacture or control any of the Third Party Products. The sale of Third Party Products by Geotab to Customer as an agent / distributor does not constitute an affiliation with the Third Party Products manufacturer other than as an agent / distributor or an endorsement of any Third Party Product and Service. As such, in addition to this Agreement, the Third Party Products may be subject to the Third Party Terms (defined below) in addition to any additional terms and conditions identified by Geotab from time to time as being applicable to Products manufactured by third parties.

4.1.2. Applicable Third Party Terms. If Customer purchases any such Third Party Products from Geotab, through the Geotab Marketplace, a General Marketplace or otherwise, the purchase and use of such Third Party Products will be in accordance with any required terms and conditions that may be required by the Third Party Service Provider (the “**Third Party Terms**”). For purposes of this Agreement only, Third Party Products shall be considered Products solely for payment related terms.

4.1.3. Disclaimer of Third Party Warranties. Any exchange of data between Customer and any Third Party Service Provider, including through use of the Third Party Products, is solely between Customer and the applicable Third Party Service Provider. Geotab does not warrant or support Third Party Products, whether or not they are designated by Geotab as “certified” or otherwise, unless expressly provided otherwise in an Order Form. Geotab is not responsible for any disclosure, modification or deletion of Customer Data in connection with access by such Third Party Products or their provider.

4.2. Integration with Third Party Products. Products may contain features designed to interoperate with Third Party Products. Geotab does not guarantee the continued availability of such Product features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Product ceases to make the Third Party Product available for interoperation with the corresponding Product features in a manner acceptable to Geotab. Upon receipt from the Third Party Products manufacturer regarding any interoperability discontinuance, Geotab will use reasonable efforts to issue the corresponding notice on its Product webpage.

4.2.1. Access Rights. The Geotab Platform is capable, in certain circumstances, of enabling interoperation between the Geotab Platform and Third Party Products. Customer acknowledges and agrees that, in order to do so, Customer may be required to obtain rights to access such Third Party Products from their providers, and may be required to grant Geotab access to Customer accounts on the Third Party Products. It is Customer’s sole responsibility to obtain such rights and access.

4.2.2. Access Permissions. If Customer enables a Third Party Product for use with the Products, then Customer hereby grants Geotab permission to allow the Third Party Products provider to access Customer Data to enable interoperability between the Third Party Product and the applicable Product. To the extent required, Customer must obtain all relevant consents or permissions to allow Geotab to disclose Customer Data to the Third Party Products provider. Geotab is not responsible for any disclosure, modification or deletion of Customer Data that results from or arises out of access by any Third Party Products or its provider to the applicable Product.

4.2.3. Changes to Third Party Products. If a Third Party Products provider modifies a Third Party Product so that it no longer interoperates with a Product, or imposes requirements on interoperability that Geotab determines are unreasonable for Geotab then, upon such notice to Customer as Geotab determines reasonable in the circumstances, Geotab may, without liability to Customer, cease or suspend its provision of interoperability between such Product and the affected Third Party Product.

4.2.4. Acquisition and Operation of Third Party Products. Geotab has no responsibility for the acquisition, development implementation, operation, support, maintenance or security of any Third Party Product.

5. TRIAL SERVICES

5.1. Trial Services. If Customer registers or receives Free Trial Services or purchases Paid Trial Services (collectively, “**Trial Services**”), Geotab will make the applicable Trial Services available to Customer on a trial basis until the earlier of (a) the end of the trial period outlined in the Order Form; (b) the start date of any Subscription Plan(s) ordered by Customer for such Trial Services; or (c) the date of termination by Geotab in its sole discretion as set forth in Section 5.2 – Free Trial Services (the “**Trial Services Term**”). Additional terms and conditions for Trial Services may be set out in the relevant Order Form. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

5.2. Free Trial Services. Customer agrees that Geotab, in its sole discretion and for any or no reason, may terminate Customer’s access to Free Trial Services or any part thereof. Customer agrees that any termination of Customer’s access to Free Trial Services may be without prior notice, and Customer agrees that Geotab will not be liable to Customer or any third party for such termination.

5.3. Trial Services Data. ANY CUSTOMER DATA AND ANY CUSTOMIZATIONS MADE TO PRODUCTS BY OR FOR CUSTOMER PURSUANT TO PAID TRIAL SERVICES DURING THE TRIAL SERVICES TERM WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION PLAN TO THE SAME PRODUCTS AS THOSE COVERED BY THE PAID TRIAL SERVICES, APPLICABLE UPGRADED PRODUCTS, OR EXPORTS SUCH CUSTOMER DATA, BEFORE THE END OF THE TRIAL SERVICES TERM. CUSTOMER IS SOLELY RESPONSIBLE FOR EXPORTING CUSTOMER DATA FROM FREE TRIAL SERVICES PRIOR TO TERMINATION OF CUSTOMER’S ACCESS TO SUCH FREE TRIAL SERVICES FOR ANY REASON, PROVIDED THAT IF GEOTAB TERMINATES CUSTOMER’S ACCOUNT, EXCEPT AS REQUIRED BY LAW GEOTAB WILL PROVIDE CUSTOMER A REASONABLE OPPORTUNITY TO RETRIEVE ITS CUSTOMER DATA. NOTWITHSTANDING SECTION 11 – REPRESENTATION, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS, SECTION 12 – INDEMNIFICATIONS AND SECTION 13 – LIMITATIONS AND EXCLUSION OF LIABILITY BELOW, DURING THE TRIAL SERVICES TERM THE TRIAL SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND GEOTAB WILL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO TRIAL SERVICES FOR THE TRIAL SERVICES TERM UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE GEOTAB’S LIABILITY WITH RESPECT TO TRIAL SERVICES PROVIDED DURING THE TRIAL SERVICES TERM, TO THE EXTENT PERMITTED BY LAW, WILL NOT EXCEED THE GREATER OF: (A) THE EQUIVALENT OF €1,000.00 EUR, CALCULATED IN THE CURRENCY SPECIFIED IN THE APPLICABLE ORDER FORM; OR (B) THE AMOUNT RECEIVED BY GEOTAB FOR THE TRIAL SERVICES. WITHOUT LIMITING THE FOREGOING, GEOTAB AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (I) CUSTOMER’S USE OF TRIAL SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (II) CUSTOMER’S USE OF TRIAL SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (III) USAGE DATA PROVIDED DURING THE TRIAL SERVICES TERM WILL BE ACCURATE.

6. HARDWARE; SHIPMENT; INSTALLATION

6.1. Title to Hardware.

6.1.1. Title to Hardware Under Bundled Subscription Plans and Trial Services. If Customer receives ancillary Hardware under a Bundled Subscription Plan and/or in connection with Trial Services, title to the Hardware will remain at all times with Geotab. Customer will not encumber or otherwise permit any claims or liens to be levied against the Hardware. Customer will not take or permit any action inconsistent with Geotab’s ownership or allow any third party to modify, service or repair the Hardware without Geotab’s prior written consent. If Customer pays Geotab the Failed to Return Fee (as defined in Section 6.7.1 – Customer Return Obligation below), title to the applicable Hardware will transfer to Customer once Geotab receives the Failed to Return Fee.

6.1.2. Title to Geotab Purchased Hardware and Third Party Hardware. If Customer purchases (i) Hardware that is not associated with a Bundled Subscription Plan, or (ii) Third Party Hardware from Geotab (for which Geotab is acting solely as an agent in respect of these supplies), title to such Hardware or Third Party Hardware will remain with Geotab and only transfer to the Customer once Geotab receives full payment for such Hardware or Third Party Hardware.

6.1.3. Title to Externally Purchased Third Party Hardware. If Customer purchases Third Party Hardware from a Third Party Service Provider, such Third Party Hardware is owned by Customer and Customer is responsible for its maintenance.

6.2. Shipment and Risk of Loss of Hardware. Geotab will select the method of carriage for Hardware and all reasonable costs of shipping and handling will be borne by Customer unless otherwise stated in an Order Form. Unless otherwise stated in an Order Form, Geotab may deliver Hardware in one or more shipments. Except to the extent applicable Third Party Terms provide otherwise, delivery of Hardware will be made (i) DAP (Delivered at Place) (Customer's designated destination), as defined by *Incoterms 2020*, if Customer is located outside of the European Union (excluding the United Kingdom), and (ii) DDP (Delivered Duty Paid) as defined by *Incoterms 2020*, if Customer is located in the European Union or the United Kingdom, in each case except as otherwise specified in an Order Form. Geotab will use reasonable efforts to fulfil an Order Form within the applicable time indicated; however, Geotab will not be liable for any delays or any failure to fulfill an Order Form within the aforementioned time period in circumstances where the delay is beyond Geotab's control.

6.3. Inspection of Hardware. Customer shall inspect the condition of the outer packaging of Hardware for evidence of damage and/or pilferage immediately upon receipt. Should there be evidence of tampering then Customer is to note this on the delivery receipt providing Geotab with written notice, specifying any damage, pilferage or defect. If no exceptions are noted within two (2) business days of delivery, Customer agrees that Customer is satisfied with and has accepted the Hardware as delivered. Any concealed damage or loss of product (not clearly evident at the time of delivery) must be communicated to Geotab in writing within two (2) business days after the delivery date.

6.4. Failure to take Delivery of Hardware. If Customer fails to take delivery of Hardware or any part of it upon delivery and/or fails to provide any instructions, documents, licenses, consents or authorizations required to enable Hardware to be delivered, Geotab shall be entitled, upon giving written notice to Customer and making reasonable attempts to contact Customer, to store or arrange for the storage of Hardware. Upon such storage, risk of loss in Hardware shall remain with Customer, and Customer shall pay to Geotab all reasonable costs and expenses associated with such storage, including, but not limited to, shipping costs, storage fees and insurance charges arising from such storage. Notwithstanding Customer's failure to take delivery, Customer shall still be obligated to perform all of its obligations under this Agreement, including performing all financial obligations.

6.5. Installation of Hardware. The Agreement includes and incorporates the attached Schedule 2 (*Installation of Hardware*).

6.6. Security Interest. As collateral security for the payment of the purchase price of the Products and performance in full of all the obligations of Customer under this Agreement, Customer hereby pledges and grants to Geotab, a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under Products provided to Customer under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under applicable Law.

6.7. Return of Hardware Under Bundled Subscription Plans and Trial Services.

6.7.1. Customer Return Obligation. Upon (i) expiration of this Agreement or any specific Bundled Subscription Plan in accordance with the terms and conditions of this Agreement, (ii) termination of this Agreement or termination of any specific Bundled Subscription Plan prior to the end of the Subscription Plan Term, or (iii) expiration or termination of any Trial Services Term, Customer will,

at Customer's expense, uninstall and return to Geotab at the applicable address listed in Schedule 3 (*Hardware Return Locations*) any Hardware provided to Customer pursuant to such Bundled Subscription Plan(s) or Trial Services, in the same condition originally received, with reasonable wear and tear excepted. If Customer fails to return the Hardware within thirty (30) days of such termination, Customer will be liable for and will pay to Geotab the Full Replacement Value of the Hardware, together with any applicable Taxes, calculated in the currency specified in the applicable Order Form, for all Hardware not returned (the "**Failed to Return Fee**"). Notwithstanding the foregoing, Geotab may elect, at its sole option and expense, to uninstall and take possession of any Hardware provided to Customer pursuant to such Bundled Subscription Plan(s). Customer agrees that such de-installation will be performed by Geotab in accordance with Schedule 2 (*Installation of Hardware*).

6.7.2. Excessive Wear and Tear. If upon return of the Hardware to Geotab, Geotab reasonably determines that the Hardware has been subjected to excessive wear and tear or has been damaged, Customer will be liable for and will pay to Geotab the Failed to Return Fee.

6.7.3. Customer Data on Returned Hardware. Customer acknowledges and agrees that it is solely responsible for deleting or removing all Customer Data (including any personal data) from any Hardware prior to returning such Hardware to Geotab pursuant to Section 6.7.1 – Customer Return Obligation. Geotab shall have no obligation to preserve, recover or return any Customer Data remaining on Hardware received from Customer. Notwithstanding the foregoing, Geotab shall use reasonable efforts to securely erase any data remaining on returned Hardware in the ordinary course of its hardware refurbishment or disposal processes. Where Customer pays the Failed to Return Fee and title to the applicable Hardware transfers to Customer in accordance with Section 6.1.1 – Title to Hardware Under Bundled Subscription Plans and Trial Services, Customer shall be solely responsible for the secure erasure of all Customer Data, including any personal data, stored on or within such Hardware, in compliance with applicable Data Protection Laws.

7. CUSTOMER'S OBLIGATIONS

7.1. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with the relevant terms of this Agreement, the Additional Terms of Service, the Documentation and the Order Form(s), (b) be responsible for the accuracy, quality and legality of Customer Submitted Data, the means by which Customer acquired Customer Submitted Data, Customer's use of Customer Submitted Data with Products, and the interoperation of any Third Party Product with which Customer uses Products or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Products and Content, and notify Geotab promptly of any such unauthorized access or use, (d) use Products and Content only in accordance with this Agreement, the Additional Terms of Service, the Documentation, the Order Form(s) and applicable Laws and government regulations, and (e) comply with terms of service of any Third Party Product with which Customer uses Products or Content. Customer will not remove or alter any proprietary notice of any kind from any Hardware.

7.2. Order Acceptance and Cancellation. The information provided by Geotab regarding the Products and Professional Services, as well as the information provided within this Agreement do not constitute a sale offer, but an invitation to contract. Customer agrees that by signing and submitting an Order Form, such order is an offer to buy, under the terms of this Agreement, all Products and Professional Services listed in the Order Form. All Order Forms must be accepted by Geotab through a confirmation e-mail or Geotab will not be obligated to sell the Products and/or Professional Services to you. Acting reasonably, Geotab may choose not to accept an Order Form at its sole discretion, even after Geotab has sent Customer an order receipt confirmation email with the order number and details of the items ordered. Geotab's acceptance of any offer to purchase any Product and/or Professional Services by Customer is expressly limited to and conditional upon Customer's agreement to the terms of this Agreement.

7.3. Customer Accounts. Customer will designate one or more of its employees to be the point of contact with Geotab for the management and support of Products, and who will be responsible for establishing and managing Customer's use of Products ("**Account**"), including the creation of authentication credentials to access Customer's Account. Customer is solely responsible for maintaining the status of its

User base. Customer is responsible for all activities that occur under its Account. If Customer believes the security of its Account is compromised, or Customer suspects unauthorized use, Customer will promptly notify Geotab. If Geotab suspects, in Geotab's reasonable opinion, fraudulent or unauthorized activity on Customer's Account, Geotab reserves the right to terminate or suspend Customer and its Users' access to Geotab's website(s) and Products or any applicable services or both and will use reasonable efforts to contact Customer and to provide the Customer an opportunity to rectify such activity (where appropriate).

- 7.4. Customer Information Forms.** At Geotab's request, and subject to applicable Law, Customer will complete, or update existing, anti-money laundering, customer due diligence, beneficial ownership or similar Customer information forms or documents in a timely manner.
- 7.5. Customer Usage Restrictions.** Customer will not (a) make any Product or Content available to anyone other than Customer or Users, or use any Product or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Product or Content, or include any Product or Content in a service bureau or outsourcing offering, (c) use a Product or Third Party Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (d) use a Product or Third Party Products to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Product or third-party data contained therein, (f) attempt to gain unauthorized access to any Product or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Product or Content in a way that circumvents a contractual usage limit, or use any Product to access or use any of Geotab Intellectual Property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Product or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Product or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) use any Product or Content to engage in automated decision-making, as a substitute for meaningful human involvement or otherwise as the sole or primary basis for evaluating, disciplining, or terminating an individual; (l) except to the extent permitted by applicable Law, disassemble, reverse engineer, or decompile a Product or Content or access it to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of Products, (iii) copy any ideas, features, functions or graphics of Products, or (iv) determine whether Products are within the scope of any patent.
- 7.6. Removal of Content and Third Party Software.** If Customer receives notice that Content or Third Party Software must be removed, modified and/or disabled to avoid violating applicable Law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in Geotab's reasonable opinion continued violation is likely to reoccur, Geotab may disable the applicable Content, Product and/or Third Party Software. If requested by Geotab, Customer will confirm such deletion and discontinuance of use in writing and Geotab will be authorized to provide a copy of such confirmation to any such third party claimant or Governmental Authority, as applicable. In addition, if Geotab is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable Law or third-party rights, Geotab may discontinue Customer's access to Content through Products.
- 7.7. Customer Acknowledgements.** Customer acknowledges and agrees that (a) Customer Hardware Data collected while out of wireless network coverage or without calling connectivity may not be stored and retrieved by Customer until connectivity is restored with the Network Provider; (b) Customer Hardware Data is not collected or provided in real time and delays in receipt of data are normal; (c) the antennae on Hardware should have an unobstructed view of the sky; (d) Hardware may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; and (e) Hardware may go into a "sleep" mode and Hardware in sleep mode will not operate until the Equipment in which Hardware is installed is subsequently powered on.
- 7.8. Future Functionality.** Customer acknowledges and agrees that Customer's purchase of Products are not contingent on the delivery of any future functionality or features not available as at the time of the relevant Order Form, or dependent on any oral or written public comments made by Geotab regarding such future functionality or features.

7.9. User Consents. Without limiting the generality of anything contained in the Additional Terms of Service, Customer confirms that, to the extent required under applicable Law, it shall provide notice to and receive express consents from all Users of: (a) the nature of the Products, including the collection of Customer Data, Equipment Information, as well as any content (i.e. video or audio) recorded by cameras associated with the Products ("**Camera Content**"), and the anticipated use of any such information Customer Data Equipment Information and Camera Content, which may include personal data pertaining to a User, by Customer and by Geotab for the purposes of monitoring Equipment activity in order to protect company property, promote safe driving, as well as to coach employees on driving performance in the course of their employment; and (b) Geotab's collection, use and disclosure of such information and content as set out in this Agreement and in the Additional Terms of Service. In addition, Customer acknowledges and agrees that it is solely responsible for accessing and using the Products in compliance with the terms of this Agreement and any applicable Law, including without limitation Laws regarding remote employee monitoring or the recording, storage and use (as applicable) of Customer Data, Equipment Information and Camera Content.

7.10. Liability for Affiliates. Customer shall be jointly and severally liable for the performance of its Affiliates placing orders hereunder and guarantees any related payment obligations, including the prompt payment of any such amounts. It is Customer's sole responsibility to provide reasonable advance notice to Geotab should any such Affiliate of Customer no longer be considered an Affiliate due to a disposition, merger or otherwise.

8. THIRD PARTY PROVIDERS

8.1. Digital Maps. Customer acknowledges and agrees that map data, satellite imagery and other information or content that may be included as part of Products are provided by Geotab or Geotab's third party provider(s), and additional terms and conditions may apply. Customer acknowledge and agrees that map data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

8.2. Hosting Services. Customer acknowledges and agrees that the hosting of the Software, and the maintaining and storage of Customer Data, is provided by Geotab and/or its licensors, including their third party provider(s). As such, Customer acknowledges and agrees that additional terms and conditions may apply. Customer acknowledges and agrees that, notwithstanding any security precautions, use of or connection to the internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Software and Customer Data. Accordingly, subject to the Additional Terms of Service, Geotab cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over the internet.

8.3. Service Plan. Customer acknowledges and agrees that a Service Plan is required for Hardware to operate correctly. If requested by Customer, Customer acknowledges and agrees that such Service Plan will be subject to the Additional Terms of Service.

9. FEES; PAYMENT FOR PRODUCTS

9.1. Quotes. Any written price quotation, either pursuant to an Order Form or any other form, will become void unless accepted by Customer, upon the later of: (a) thirty (30) days after the issuance of an Order Form; or (b) the offer expiry date indicated in an applicable Order Form, unless sooner revoked or rejected by Geotab.

9.2. Fees. Customer will pay Geotab the fees for all Products and Professional Services as specified in the applicable Order Form, together with any applicable Taxes. Except as otherwise specified herein or in an Order Form, (a) fees are based on Products and Professional Services purchased; and (b) payment obligations are noncancelable and fees paid are non-refundable (to the maximum extent permitted under applicable Law).

9.3. Subscription Plans.

9.3.1. No Reduction in Subscription Plans. Customer may not reduce the number of Subscription Plans purchased in an Order Form during a Subscription Plan Term. Customer is not entitled to any refund of fees paid or relief from fees due if the number of Subscription Plans Customer actually uses is less than the number of Subscription Plans Customer ordered.

9.3.2. Request for Subscription Plan Upgrades.

9.3.2.1. Early Subscription Plan Term Upgrades. If Customer requests any Subscription Plan(s) to be upgraded to a different Subscription Plan type prior to the final twelve (12) months of a Subscription Plan Term, Geotab may require Customer to submit a new Order Form (an “**Add-On Order Form**”) to reflect the upgrades to the Subscription Plan(s) set forth in the then-current Order Form (the “**Prior Order Form**”) and the Subscription Plan Term for such upgraded Subscription Plan(s) will be coterminous with the Subscription Plan(s) set forth in the Prior Order Form (unless otherwise agreed by the parties). Pricing for any upgraded Subscription Plan(s) will be as set forth in the Add-On Order Form and be applicable on the date that such Subscription Plan upgrade is approved and applied by Geotab.

9.3.2.2. Late Subscription Plan Term Upgrades. If Customer requests to upgrade any Subscription Plan(s) during the final twelve (12) months of a Subscription Plan Term, Geotab may require Customer to submit a new Order Form (a “**Consolidated Order Form**”) to reflect the upgrades to the Subscription Plan(s) set forth in the Prior Order Form with a new Subscription Plan Term for all Subscription Plan(s). In such a case, Geotab shall terminate the Prior Order Form and issue a credit to Customer equal to the fees specified in such Prior Order Form for the remainder of the Subscription Plan Term, which shall be applied to the Consolidated Order Form.

9.3.2.3. Acceptance of Requests for Subscription Plan Upgrades. Requests for Subscription Plan upgrades shall be evaluated and accepted in Geotab's sole and absolute discretion, acting reasonably. The frequency of Subscription Plan changes may be limited in certain circumstances, such circumstances to be determined in Geotab's sole and absolute discretion. A formal quotation may be required where rate plan pricing for applicable Subscription Plans is not expressly quoted on an Order Form.

9.3.3. Request for Additional Products.

9.3.3.1. Early Subscription Plan Term Additional Products. If Customer requests to purchase any additional Product(s) prior to the final twelve (12) months of a Subscription Plan Term, Geotab may require Customer to submit an Add-On Order Form for such additional Product(s) and the Subscription Plan Term for such additional Product(s) shall be coterminous with the Subscription Plan Term set forth in the Prior Order Form (unless otherwise agreed by the parties).

9.3.3.2. Late Subscription Plan Term Additional Products. If Customer requests to purchase any additional Product(s) during the final twelve (12) months of a Subscription Plan Term, Geotab may require Customer to submit a Consolidated Order Form to renew its purchase of the Products set forth in the Prior Order Form and to purchase the additional Product(s). In such case, Geotab shall terminate the Prior Order Form and issue a credit to Customer equal to the fees specified in such Prior Order Form for the remainder of the Subscription Plan Term, which shall be applied to the Consolidated Order Form.

9.3.3.3. Pricing for Additional Products. Notwithstanding any other provisions herein, the pricing for any additional Product(s) purchased under an Add-On Order Form or a Consolidated Order Form shall be no less than the pricing for the same or substantially similar Products as established in the Prior Order Form.

9.3.3.4. Acceptance of Requests for Additional Products. Requests for additional Products shall be evaluated and accepted in Geotab's sole and absolute discretion, acting reasonably.

- 9.4. Credit Verification.** Geotab may perform credit verifications on Customer, as Geotab deems necessary, and Customer hereby authorizes Geotab to obtain information about Customer's credit history from credit reporting agencies and credit grantors. The delivery of Products purchased pursuant to an Order Form will be subject to Geotab's credit approval of Customer, in Geotab's sole and absolute discretion. Notwithstanding any other provisions herein, based upon Geotab's review of Customer's credit history, Geotab may, in Geotab's sole and absolute discretion, require Customer to prepay any amount of fees set forth on an Order Form for Products in advance of any delivery of Products which are subject to the Order Form.
- 9.5. Automatic Payment Withdrawal Authorization and Credit Card Payments.** For Products with a monthly recurring fee, Customer shall (subject to the sole discretion of Geotab acting reasonably) either establish payment terms with Geotab or arrange for monthly automatic payments with Geotab. Geotab, in its sole and absolute discretion, may allow for payments to be made by credit card; however, where credit card payment is permitted, Geotab reserves the right to charge credit card processing fees (to the extent permitted by law). If Customer desires to pay by credit card, Customer will provide Geotab with a credit card authorization form. Customer agrees to provide Geotab with valid and updated credit card information from time to time. If Customer provides credit card information to Geotab, Customer authorizes Geotab to charge such credit card for all Products listed in the Order Form for the Subscription Plan Term.
- 9.6. Invoicing.** Unless otherwise stated on an Order Form or Geotab exercises its rights under Section 9.4 – Credit Verification above, Geotab will invoice Customer for Products and Professional Services and/or Third Party Products as follows:
- (a) **Subscription Plan Invoices.** Fees for Subscription Plans and Bundled Subscription Plans purchased by Customer will be effective beginning on the Subscription Start Date. Invoices for Subscription Plans and Bundled Subscription Plans purchased by Customer will be issued by Geotab monthly in arrears.
 - (b) **Hardware Invoices.** Invoices for Hardware that is not associated with a Bundled Subscription Plan purchased by Customer will be issued by Geotab upon acceptance of the Order Form for the applicable Hardware.
 - (c) **Professional Services Invoices.** Invoices for any Professional Services that are not associated with a Bundled Subscription Plan purchased by Customer will be issued by Geotab upon the completion of applicable Professional Services or at times throughout the period that Professional Services are completed in accordance with the applicable Order Form.
 - (d) **Third Party Product Invoices.** For those portion(s) of any Third Party Products purchased by Customer which have a one-time charge, Geotab will invoice Customer the fee for such portion(s). For those portion(s) of the Third Party Products which have a recurring charge, Geotab will invoice Customer the fees for such portion(s) monthly in arrears (unless otherwise specified).
 - (e) **Aggregated Invoices.** If possible, Geotab will combine the invoices in Section 9.6(a) to (d) above into one invoice for Customer.
- 9.7. Payment Terms.** Invoiced fees for Hardware that is not associated with a Bundled Subscription Plan purchased by Customer will be due prior to the shipment of the applicable Hardware. Unless otherwise stated in the Order Form, all other invoiced fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Geotab and notifying Geotab of any changes to such information.
- 9.8. Overdue Charges.** If Customer fails to make any payment when due, without limiting Geotab's other rights and remedies: (a) Geotab may charge interest on the past due amount at the rate of two percent (2%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Customer shall reimburse Geotab for all reasonable costs incurred by Geotab in collecting any late payments or interest, including lawyers' fees, court costs, and collection agency fees; and (c) if such failure continues for five (5) calendar days or more, Geotab may, with written notice,

suspend and/or terminate Customer's access to any portion or all of the Products until such amounts are paid in full. Geotab may charge Customer a reasonable fee for any form of payment returned due to insufficient funds.

- 9.9. Payment Disputes.** Geotab will not exercise its rights under Section 9.8 – Overdue Charges above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 9.10. Taxes.** All fees charged are exclusive of Taxes. Customer will be responsible for any applicable VAT or Taxes payable with respect to its acquisition of Products and Professional Services, or otherwise arising out of or in connection with this Agreement, other than Taxes based upon Geotab's personal property ownership or net income. Unless expressly specified otherwise in any Order Form, all Fees, rates and estimates are exclusive of any applicable VAT. If Customer has tax-exempt status, Customer will provide written evidence, such as with a valid tax exemption certificate authorized by the appropriate taxing authority, of such status in advance of Geotab issuing its invoice.
- 9.11. Withholding.** If Customer is required to withhold Taxes imposed upon Geotab for any payment under this Agreement by virtue of any Governmental Authority in which any Products or Professional Services are delivered or obtained, then such payments will be made by Customer on behalf of Geotab by deducting them from the payment then due to Geotab and remitting such Taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted upwards appropriately so that Geotab actually receives the full amount of the fees set forth in the applicable Order Form. Customer will provide Geotab with official documentation or tax receipts on such withholdings supporting such Taxes and such payments as may be required by Geotab for its tax records as soon as reasonably possible following payment to the applicable tax authority, and in any event no later than when required by applicable Law.

10. CONFIDENTIALITY

- 10.1. Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Geotab includes Products and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section also apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Geotab services.
- 10.2. Protection of Confidential Information.** Except as otherwise outlined in this Agreement, as between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this “Confidentiality” section.

Notwithstanding the foregoing, Geotab may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Third Party Products provider to the extent necessary to perform Geotab's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by Law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10.4. Return or Destruction of Confidential Information. Upon request of the Disclosing Party, the Receiving Party will return the Disclosing Party's Confidential Information or, at the Disclosing Party's election, destroy the same and certify its destruction in writing of all Confidential Information in the Receiving Party's possession or control. Notwithstanding the foregoing, each party is not required to return or destroy the other Party's Confidential Information to the extent that party is required to retain it by applicable Law or audit requirement, internal policy or in order to enjoy the benefits of this Agreement.

11. REPRESENTATION, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

11.1. Mutual Representations. Each party represents to the other that: (a) it has validly entered into this Agreement and has the legal power to do so; (b) execution and performance of this Agreement will not result in a breach of any terms or conditions of any instrument or agreement to which it is a party; and (c) neither it nor its Affiliates, nor any of its or their Users, officers or directors, are persons, entities or organizations with whom the other party is prohibited from dealing (including provision of software, products or services) by virtue of any applicable Law, regulation, or executive order, including all applicable export control Laws and regulations, all applicable anti-corruption Laws and regulations, all applicable Laws that prohibit money laundering and counter-terrorism financing, and names appearing on the Canada Special Economic Measures Act, the Canada Justice for victims of Corrupt Foreign Officials Act, the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the consolidated list of persons, groups and entities subject to sanctions administered by the United Kingdom (including the UK Sanctions List maintained by the Foreign, Commonwealth and Development Office and Office of Financial Sanctions Implementation), or the European Commission (or applicable equivalent lists maintained by Member States, including Ireland).

11.2. Limited Hardware Warranties. The Agreement includes and incorporates the [Geotab Limited Warranty Statement](#), which is also available at <https://www.geotab.com/legal/> (and any successor or related locations designated by Geotab). Geotab does not manufacture or control any of the Third Party Products. Accordingly, Geotab does not provide any warranties with respect to Third Party Products, other than those required by law. However, Third Party Products offered may be covered by the manufacturer's warranty as detailed in the applicable Third Party Terms. To obtain warranty service for defective Third Party Products, please follow the instructions included in the applicable Third Party Terms.

11.3. Disclaimers of Implied Warranties, Conditions and Terms. To the extent permitted by law, Geotab makes no representation or warranty in connection with Products or Professional Services, except as expressly warranted in this Agreement or the Additional Terms of Service. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE ADDITIONAL TERMS OF SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY PRODUCTS WILL MEET CUSTOMER'S BUSINESS OR**

OTHER REQUIREMENTS; (B) PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT; OR (D) ANY ERRORS IN PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED.

12. INDEMNIFICATIONS

12.1. Customer Indemnity. Customer shall, at Customer's sole cost and expense, indemnify and hold harmless Geotab and Geotab's Affiliates, directors, officers, agents, representatives, employees, contractors and other personnel from and against all claims, losses, damages, harm, or other liabilities of any kind, including legal fees on a solicitor-client basis, arising from or as a result of Customer's: (a) breach of this Agreement, including but not limited to any Third Party Terms; (b) negligence or willful misconduct; (c) infringement of any Geotab Intellectual Property or any Intellectual Property Rights of any third party; or (d) breach of any applicable Law or other order or regulation validly enacted by a Governmental Authority.

12.2. Geotab's Infringement Indemnification.

12.2.1. Defense and Indemnity. Geotab will, at Geotab's sole cost and expense, defend or, at Geotab's option, settle, any claim, assertion or action brought against Customer or Customer's Affiliates, successors or assigns to the extent that it is based on a claim (an "**Infringement Claim**") that any Products which Geotab has supplied to Customer directly infringes or misappropriates any Intellectual Property Rights of any third party (excluding Customer or any Customer 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: (a) notifies Geotab promptly and within no more than ten (10) calendar days after Customer's receipt of notice of such Infringement Claim in writing; and (b) permits Geotab to defend, compromise or settle the Infringement Claim and provides all available information, assistance and authority to enable Geotab to do so. Geotab will 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 Infringement Claim.

12.2.2. Geotab's Mitigation Rights. If any Products become, or in Geotab's opinion are likely to become, the subject of any Infringement Claim, Geotab may, and if Customer's use of Products is materially affected Geotab must, at its sole option and expense, either: (a) procure for Customer the right to continue using the relevant Products; (b) replace or modify the relevant Products or infringing part thereof with non-infringing equivalents, at no cost to Customer; or (c) if none of the foregoing alternatives are reasonably practical in Geotab's sole discretion, Geotab may: (i) in the case of Subscription Plan, terminate such Subscription Plans or the licenses for such Subscription Plan and refund or issue a credit for any prepaid but unused fees for such Subscription Plan paid to Geotab, if any; and/or (ii) in the case of Hardware, require Customer to return such Hardware and refund or issue a credit for the purchase price paid to Geotab for the Hardware returned, depreciated on a straight-line basis over a thirty-six (36) month period from the date of purchase.

12.2.3. Exclusions. Notwithstanding the foregoing, Geotab will have no obligation or liability whatsoever in respect to any Infringement Claim to the extent based upon any of the following: (a) in the case of Subscription Plans, the use of other than the latest release and version of such Software resulting from Customer interference with or disabling of the automatic software update process; (b) the use of any Products in breach of this Agreement; (c) non-Geotab products, software, data or services, including Third Party Software; (d) the use, association or combination of any of Products with, or the incorporation or integration into Products of, any non-Geotab product, software, service, data, information or other material (including Customer or Customer's Affiliates own) that is not supplied by Geotab or expressly identified by Geotab in Geotab and/or its licensors written specifications or documentation as being required for the use and operation of Products; (e) the use or operation of any Products, in any manner or for any purpose other than as expressly specified in the Documentation for same; (f) any modification,

alteration, change, enhancement, customization or derivative work of Products made by anyone other than Geotab or Geotab's agents; (g) changes Geotab makes to Products to comply with Customer's instructions or specifications; (h) Customer's use or alleged misuse of data Customer collects through the operation of Products; (i) for User-based vehicle insurance purposes, the use of Products in association with driving, driver or vehicle activity or performance; or (j) any reselling or distribution of Products. This Section 12.2 states Geotab's entire liability and Customer's sole and exclusive remedies with respect to any Infringement Claim (to the maximum extent permitted under applicable Law).

13. LIMITATIONS AND EXCLUSION OF LIABILITY

13.1. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF GEOTAB TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM OR THE PRODUCTS OR THE PROFESSIONAL SERVICES EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR PRODUCTS OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT: (A) A CLAIM CONTINUING OVER A PERIOD OF GREATER THAN TWELVE (12) MONTHS SHALL BE DEEMED TO HAVE OCCURRED SOLELY IN THE TWELVE MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE; AND (B) WHERE THE INCIDENT OUT OF WHICH THE LIABILITY AROSE OCCURS AFTER THE TERMINATION OF THIS AGREEMENT, IT SHALL BE DEEMED TO HAVE OCCURRED ON THE LAST DAY IN WHICH THIS AGREEMENT WAS IN FORCE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF THE CAUSE OR THEORY OF LIABILITY.

13.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM FOR ANY:

- (a) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES; OR
- (b) LOST PROFITS, REVENUES, GOODWILL, LOST OR CORRUPTED DATA, COST OF REPLACEMENT OR RESTORATION OF ANY LOST OR ALTERED CUSTOMER DATA, WHETHER SUCH LOSSES ARE DIRECT OR INDIRECT,

WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13.3. Exceptions. Sections 13.1 – Limitation of Liability above and Section 13.2 – Exclusion of Consequential and Related Damages above do not apply to either party's (a) infringement or misappropriation of any of the other's Intellectual Property Rights, (b) Customer's indemnity obligations under Section 12.1 – Customer Indemnity above, (c) fraud or fraudulent misrepresentation, or (d) liability or loss which may not be limited by applicable Law. Any amounts payable by an indemnified party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying party, liability for which falls within the indemnifying party's indemnification obligations under this Agreement, and all fees payable by Customer under this Agreement, will be deemed direct damages for purposes of this Section 13 – Limitations and Exclusion of Liability. Section 13.1 – Limitation of Liability above does not apply to either party's obligations under Section 10 - Confidentiality above.

13.4. Waiver of Claims. To the extent permitted by law, neither party may bring any action, claim, or proceeding, whether for indemnification or otherwise, arising out of or related to this Agreement more than twelve (12) months after the incident giving rise to the cause of action has occurred.

13.5. General. Customer agrees that the exclusions and limitations contained in this Section 13 – Limitations and Exclusion of Liability apply even if the remedies are insufficient to cover all of the losses or damages of Customer or its Affiliates, or fail of their essential purpose and that without these limitations the fees for Products and Professional Services would be significantly higher. Accordingly, to the extent a court rules that any of the exclusions or limitations contained in this Section 13 – Limitations and Exclusion of Liability are unenforceable by Geotab as against Customer, Customer shall pay to Geotab an equitable adjustment to compensate Geotab for the fees that it would have charged for Products and Professional Services had the parties not bargained for and agreed to the exclusions and limitations contained in this Section 13 – Limitations and Exclusion of Liability.

14. TERM AND TERMINATION

14.1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until the later of (i) the last day of any outstanding Subscription Plan Term for Subscription Plans ordered under an Order Form, which shall include any Renewal Subscription Plan Terms, (ii) the last day of any outstanding Third Party Service Term, or (iii) the earlier termination of this Agreement in accordance with Section 14.3 – Termination on Material Breach, Section 14.5 – Termination for Convenience, or Section 14.4.4 – Early Customer Termination below (the “**Agreement Term**”).

14.2. Third Party Service Term. Each Order Form may set out the term length for the applicable Third Party Products (an “**Initial Third Party Service Term**”), any terms and conditions relating to its renewal (each, an “**Third Party Service Renewal Term**”, and, collectively with the Initial Third Party Service Term, the “**Third Party Service Term**”), and the effects of its termination. Customer acknowledges that the duration of any Third Party Service Term is determined by the applicable Third Party Service Provider and is beyond Geotab’s control. If a Third Party Service Term extends past the termination of the Agreement Term, then the applicable Order Form, including all applicable terms and conditions of this Agreement, will survive the termination of the Agreement Term, subject to Section 14.3 – Termination on Material Breach below. Customer is responsible for any early termination fees set forth in the applicable Order Form as well as any other provisions of this Agreement.

14.3. Termination on Material Breach. In the event of a material breach of the Agreement by either party, the nonbreaching party may terminate the Agreement or any Order Form affected by the material breach by giving the breaching party written notice of the material breach and the non-breaching party’s intention to terminate. If the material breach has not been cured within the period ending thirty (30) days after such notice, and if the non-breaching party provides written notice of termination to the breaching party (“**Termination Notice**”), then this Agreement or any such Order Form will terminate within the time period specified in the Termination Notice. Notwithstanding the foregoing, Customer’s failure to pay any overdue fees and expenses within thirty (30) days of Geotab notifying Customer of the overdue payment will constitute a material breach of this Agreement. If Customer has not cured a material breach within the applicable cure period, then Geotab may, on not less than five (5) business days’ prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of Geotab’s obligations to provide Products under this Agreement.

14.4. Subscription Plan Term, Renewal and Early Termination Fee. Notwithstanding anything to the contrary herein, Subscription Plans are subject to the following terms and conditions:

14.4.1. Subscription Plan Term. The term of each Subscription Plan will commence on the Subscription Start Date and will continue for the period specified in the Order Form or, if not so specified, thirty-six (36) months (an “**Initial Subscription Plan Term**”). Upon expiration of the Initial Subscription Plan Term, the Subscription Plan(s) will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Plan Term**”), unless Customer gives Geotab written notice of non-renewal at least 90 days before the end of the relevant Subscription Plan Term. The Initial Subscription Plan Term and each Renewal Subscription Plan Term are individually referred to in this Agreement as the “**Subscription Plan Term**”.

14.4.2. Price Adjustments. Geotab and Customer agree that upon expiration of the Initial Subscription Plan Term and upon expiration of each Renewal Subscription Plan Term thereafter, the fees for

the Subscription Plans shall be adjusted by a percentage equal to the average increase in the applicable Consumer Price Index listed in Schedule 4 (*Consumer Price Index*) over such Initial Subscription Plan Term or such Renewal Subscription Plan Term, as applicable. If at the time such price adjustment is calculated the Consumer Price Index has been materially revised, is not available, or is discontinued, the parties will use the most comparable index being published at the time in place of the Consumer Price Index.

14.4.3. Promotional Pricing. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced Subscription Plans will be at Geotab's sole discretion including reference to Customers existing pricing and Geotab's list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the number of Subscription Plans has decreased from the prior Subscription Plan Term may result in repricing at renewal without regard to the prior Subscription Plan Term's pricing.

14.4.4. Early Customer Termination. Customer acknowledges that, in order to receive more favorable pricing, it has elected to enter into this Agreement which requires a commitment to purchase the Subscription Plan(s) as specified in an Order Form for the duration of the Subscription Plan Term. Accordingly, in the event of termination by (a) Geotab under Section 14.3 – Termination on Material Breach, or (b) Customer for any reason other than pursuant to Section 14.3 – Termination on Material Breach, then Customer shall pay to Geotab an early termination fee (the "**Early Termination Fee**") calculated as follows: (i) any unpaid fees for the remainder of the Subscription Plan Term under such Order Form, minus (ii) any unpaid fees for the current month through the date of termination. The Early Termination Fee shall be invoiced to Customer in addition to any unpaid fees for the current month through the date of termination. To the extent the Early Termination Fee or any portion thereof is deemed to be liquidated damages, Customer acknowledges that the amount of damage Geotab would suffer as a result of Customer's early termination of any Subscription Plan is difficult to estimate and that the Early Termination Fee reflects the parties' reasonable estimation of the anticipated damages which Geotab may incur as a result of any such cancellation.

14.5. Termination for Convenience. Geotab may terminate this Agreement or any Order Form at any time by giving thirty (30) days prior written notice to Customer.

14.6. Refund of Prepaid Fees if Customer Terminates for Material Breach. If Customer terminates this Agreement or any Order Form for material breach in accordance with Section 14.3 – Termination on Material Breach above, then Geotab will refund to Customer a pro-rata amount of any affected fees prepaid to Geotab and applicable to the unutilized portion of the Subscription Plan Term or Third Party Service Term, as applicable, for terminated Products, and any affected unutilized Professional Services fees prepaid to Geotab.

14.7. Fulfillment of Obligations on Termination. Except as otherwise specified in this Agreement or any Additional Terms of Service, termination of this Agreement or of any Subscription Plans will not, in any event, entitle Customer to any refund of or relief from payment of any Product or Professional Service fees paid or payable under this Agreement (to the maximum extent permitted under applicable Law).

14.8. Force Majeure Event. In the event that Geotab is delayed in or prevented from performing Geotab's obligations under this Agreement or applicable Order Forms due to a Force Majeure Event then, upon written notice to Customer: (a) the affected obligations under this Agreement and applicable Order Forms will be suspended to the extent necessary during the period of the Force Majeure Event, and (b) Geotab will not have any liability to Customer or any other Person in connection with such suspended obligation. For purposes of this Agreement, a "**Force Majeure Event**" means an event beyond its reasonable control, including an act of God, fire, flood, explosion, public health emergencies, pandemic, communicable disease outbreak, general Internet outages, outages caused by the wireless network data providers, civil disorder, strike, lockout or other labour trouble, material shortages of utilities, delay in transportation, destruction or damage to production facilities breakdown or accident, any Law, ruling, judgment, demand or requirement of any Governmental Authority, riot, war, or other cause beyond the reasonable control of Geotab.

14.9. Suspension of Products. Geotab and/or its licensors may suspend Customer's Products or any User's right to access or use any portion of Products, or to connect Products to Third Party Software, if Geotab reasonably determines that Customer's or Users' use of Products, or Third Party Software, (a) pose a security risk to Products or any third party, (b) may adversely impact Products, or the networks or data of any other Geotab customer, business partner or service provider, (c) do not comply with the Additional Terms of Services and/or the Third Party Terms, as applicable, or applicable Law, or (d) may subject Geotab, or any third party, to liability. Geotab and/or its licensors may also suspend Customer's Products or any User's right to access or use any portion of Products, or to connect Products to Third Party Software to the extent necessary for emergency maintenance work Geotab reasonably determines is required. Geotab will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension, and to reinstate such Products as soon as reasonably practicable following correction of the issue.

14.10. Survival. The provisions of Section 3.2 (*Geotab's Intellectual Property and Ownership Rights*), Section 3.5 (*Customer License to Use Feedback*), Section 3.6 (*Aggregated Data*), Section 3.8 (*Equitable Relief*), Section 5 (*Trial Services*), Section 6 (*Hardware; Shipment; Installation*), Section 7 (*Customer's Obligations*), Section 8 (*Third Party Providers*), Section 9 (*Fees; Payment for Products*), Section 10 (*Confidentiality*), Section 11 (*Representation, Warranties, Exclusive Remedies And Disclaimers*), Section 12 (*Indemnifications*), Section 13 (*Limitations and Exclusion of Liability*), Section 14 (*Term and Termination*), Section 15 (*Additional Terms of Service*), Section 16 (*Contracting Parties; Notice; Governing Law; Venue; Local Law Requirements*), and Section 17 (*General Provisions*) of this Agreement will survive any termination or expiration of this Agreement.

15. ADDITIONAL TERMS OF SERVICE

15.1. Additional Terms of Service. The additional terms of service published at <https://www.geotab.com/legal> (and any successor or related locations designated by Geotab) ("**Additional Terms of Service**") apply to Customer's use of Products, and are incorporated into this Agreement by reference.

15.2. Data Protection. For the avoidance of doubt, to the extent Geotab processes any personal data on behalf of Customer in connection with Customer's use of the Products or Professional Services, the EU and UK Data Processing Addendum published at <https://www.geotab.com/legal> applies. In the event of any conflict or inconsistency between the EU and UK Data Processing Addendum and the main body of this Agreement, the terms of the EU and UK Data Processing Addendum shall prevail to the extent they relate to Geotab's processing of personal data.

15.3. Supplemental Terms for Video Devices and Video Device Services. For the avoidance of doubt, to the extent Customer uses video Hardware and/or Third Party Hardware video devices in connection with Customer's use of the Products, the [Supplemental Terms for Video Devices and Video Device Service](#) apply and references to "Geotab EUA" therein shall be deemed to mean this Agreement. In the event of any conflict or inconsistency between the Supplemental Terms for Video Devices and Video Device Service and the main body of this Agreement, the terms of the Supplemental Terms for Video Devices and Video Device Service shall prevail to the extent they relate to Customer's use of video Hardware and/or Third Party Hardware video devices.

16. CONTRACTING PARTIES; NOTICE; GOVERNING LAW; VENUE; LOCAL LAW REQUIREMENTS

16.1. Geotab Contracting Entity, Notice, Governing Law and Venue. The Agreement includes and incorporates the attached Schedule 5 (*Geotab Contracting Entity, Notice, Governing Law and Venue*).

16.2. Manner of Giving Notice.

16.2.1. Notices to Geotab.

16.2.1.1. Legal Notices. All legal notices to Geotab by Customer, including with respect to allegations of breach and/or an indemnifiable claim, ("**Legal Notices**") which will be clearly identifiable as Legal Notices, must be delivered to the address set forth in the attached Schedule 5 (*Geotab Contracting Entity, Notice, Governing Law and Venue*).

16.2.1.2. Customer Termination and Non-Renewal Notices. All requests by Customer to terminate the Agreement or any Order Form for any reason other than pursuant to Section 14.3 – Termination on Material Breach and any written notice of non-renewal provided pursuant to Section 14.4.1 – Subscription Plan Term (collectively, “**Customer Termination Notices**”) must be delivered electronically to cancellation.subscription@geotab.com. A Customer Termination Notice is not accepted, and shall have no legal effect, until Geotab issues a confirmation e-mail expressly stating that the Customer Termination Notice has been accepted as complete. To be considered "complete," the Customer Termination Notice must include: (a) the specific order number(s) to be terminated or not renewed; (b) the quantity of Subscription Plans to be cancelled or not renewed and the corresponding Hardware serial number(s); and (c) any other information reasonably requested by Geotab to process the request. If Geotab does not accept a Customer Termination Notice, it will notify the Customer of Geotab's reasons and decision within five (5) business days of making its decision.

16.2.2. Notices to Customer. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Product system administrator designated by Customer.

16.2.3. Effectiveness of Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the seventh (7th) business day after mailing, or (c), except for Legal Notices, the day of sending by email.

16.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts set out in Schedule 5 (*Geotab Contracting Entity, Notice, Governing Law and Venue*). .

16.4. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ORDER FORMS OR SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THESE TERMS IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16.5. United Nations Convention on Contracts for the International Sale of Goods. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to applicable Order Forms and this Agreement and its application is strictly excluded.

16.6. Local Law Requirements. The Agreement includes and incorporates the attached Schedule 6 (*Local Law Requirements*).

17. GENERAL PROVISIONS

17.1. Export Compliance. Products, Content, other Geotab and/or its licensors technology, and derivatives thereof may be subject to export Laws and regulations of Canada, the United States and other jurisdictions. Geotab and Customer each represent that it is not named on any U.S. government denied-party list. Customer understands that Geotab maintains a list of countries in which Customer may not import, use, market, advertise, promote or resell the Products or any component thereof (the “[Restricted Area List](#)”) without Geotab's prior written consent. Any such activities involving any aspect of the Product in a jurisdiction on the Restricted Area List without Geotab's written consent will be considered a material breach of this Agreement.

- 17.2. Legal Expenses.** If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding will be entitled to recover, in addition to all other relief arising out of this Agreement, such party's reasonable legal and other expert (including without limitation accountants) fees and expenses.
- 17.3. Publicity.** Unless otherwise specified in the applicable Order Form, Geotab may refer to Customer as one of Geotab's customers. Customer grants Geotab a world-wide, limited term license to use Customer's logos and trademarks, solely as part of such reference, provided that Geotab complies with any trademark usage requirements notified to it by Customer.
- 17.4. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, advantage, payment, gift, or thing of value from an employee, agent or any other person acting for or on behalf of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Geotab's Legal Department at legal@geotab.com.
- 17.5. Entire Agreement.** This Agreement is the entire agreement between Geotab and Customer regarding Customer's use of Products and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void.
- 17.6. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 17.7. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.8. Severability.** To the extent any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 17.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then either party may terminate this Agreement upon written notice. In the event of such a termination, Geotab will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns
- 17.10. No Agency.** For the avoidance of doubt, Geotab is entering into this Agreement as principal and not as agent for any other Geotab Inc. company. Subject to any permitted Assignment under Section 17.9 – Assignment above, the obligations owed by Geotab under this Agreement will be owed to Customer solely by Geotab and the obligations owed by Customer under this Agreement will be owed solely to Geotab.
- 17.11. Independent Legal Advice.** The parties acknowledge that they have had the opportunity to consult with legal counsel to the fullest extent it deems appropriate and necessary prior to signing applicable Order Forms and entering into this Agreement.
- 17.12. Governing Language.** The governing language for this Agreement and its related transactions, for any notices or other documents transmitted or delivered under this Agreement, and for the negotiation and resolution of any dispute or other matter between the parties, will be the English language. If there is any conflict between the provision of any notice or document and an English version of the notice or document

(including this Agreement), the provisions of the English version will prevail. Customer waives any right it may have under any applicable Law to have the Agreement written in any language other than English.

17.13. Further assurances. Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

17.14. Amendments. The version of this Agreement (excluding the Additional Terms of Service) in effect at the time of Customer's acceptance, together with any Order Forms executed thereunder, governs, and may only be amended by a written instrument signed by authorized representatives of both parties (other than in respect of price increases, which will be amended pursuant to Section 14.4 – Subscription Plan Term, Renewal and Early Termination Fee). Notwithstanding the foregoing, Customer agrees that Geotab may change the terms of the Additional Terms of Service from time to time by notifying Customer via the Geotab Platform, email or other means. Geotab shall use reasonable endeavours to make Customer aware of the relevant change prior to it taking effect. Customer agrees to accept, and Customer hereby accepts, any changes in the Additional Terms of Service, 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) calendar days of the date when Customer received notice or Customer should have noticed the change, Geotab may, in Geotab's sole option and discretion, (a) reverse such change with the effect that the immediately prior version of the Additional Terms of Service will continue to apply to Customer, or (b) terminate this Agreement and any Order Form and Customer's use of Products and refund to Customer, upon, if applicable, receipt of all Hardware, in good working condition, subject to ordinary wear and tear, in Customer's possession (i) the purchase price for any Hardware, depreciated on a thirty-six (36) months straight line basis, accounting for Customer's use, and (ii) any prepaid services fees for time periods after the effective date of the change to which Customer objected in accordance with this Agreement.

17.15. Counterparts. Order Forms may be executed in any number of counterparts (including counterparts by facsimile or other electronic means) and all such counterparts taken together will be deemed to constitute one and the same instrument. The execution and delivery of electronic transmission of any Order Forms will constitute delivery of an executed original and will be binding upon the person whose signature appears on the transmitted copy.

BY SIGNING AND/OR SUBMITTING APPLICABLE ORDER FORMS, CUSTOMER ACKNOWLEDGES THAT IT HAS READ OR HAD THE OPPORTUNITY TO READ THIS AGREEMENT, UNDERSTAND THIS AGREEMENT, AND AGREES TO BE BOUND BY THIS AGREEMENT.

SCHEDULE 1

DEFINITIONS

1.1. For the purposes of this Agreement, except as otherwise defined herein, the following words and phrases will have the following meanings:

- (a) **"Account"** has the meaning ascribed to it in Section 7.3 – Customer Accounts.
- (b) **"Add-on Order Form"** has the meaning ascribed to it in Section 9.3.2.1 – Early Subscription Plan Term Upgrades.
- (c) **"Additional Terms of Service"** has the meaning ascribed to it in Section 15.1 – Additional Terms of Service.
- (d) **"Affiliate"** means, in respect of a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with the subject Person. **"Control"**, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject Person.
- (e) **"Aggregated Data"** has the meaning ascribed to it in Section 3.6 – Aggregated Data.
- (f) **"Agreement"** means this Main Software Subscription, Professional Services and Hardware Purchase Agreement.
- (g) **"Agreement Term"** has the meaning ascribed to it in Section 14.1 – Term of Agreement.
- (h) **"Bundled Subscription Plan"** means a product offering that includes both a Subscription Plan and ancillary Hardware and Professional Services, as specified in the applicable Order Form.
- (i) **"Camera Content"** has the meaning ascribed to it in Section 7.9 – User Consents.
- (j) **"Confidential Information"** has the meaning ascribed to it in Section 10.1 – Definition of Confidential Information.
- (k) **"Content"** means information obtained by Geotab from publicly available sources or its third party content providers and made available to Customer through Products or pursuant to an Order Form.
- (l) **"Consolidated Order Form"** has the meaning ascribed to it in Section 9.3.2.2 – Late Subscription Plan Term Upgrades.
- (m) **"Consumer Price Index"** means the applicable consumer price index listed in Schedule 4 (*Consumer Price index*).
- (n) **"Customer"** means the Person identified as such in the applicable Order Form, and Affiliates of that Person (for so long as they remain Affiliates) which have entered into Order Form(s) for the purpose of their professional activity.
- (o) **"Customer Data"** means Customer Hardware Data and Customer Submitted Data.
- (p) **"Customer Hardware Data"** means the Equipment data collected by Hardware from the Equipment upon which it has been installed, including, without limitation, vehicle identification number (VIN) (or equivalent) and Hardware location information, such as latitude and longitude.
- (q) **"Customer License"** has the meaning ascribed to it in Section 3.4 – License by Customer to Geotab.
- (r) **"Customer Managed Installation"** means the standard installation option where Customer is responsible to perform the installation of all Hardware, and any de-installation or re-installation of Hardware under a warranty replacement event.

- (s) **"Customer Submitted Data"** means the electronic data and information submitted or inputted by or for Customer to the Geotab Platform, excluding Content and Third Party Software.
- (t) **"Customer Termination Notices"** has the meaning ascribed to it in Section 16.2.1.2 – Customer Termination Notices.
- (u) **"Disclosing Party"** has the meaning ascribed to it in Section 10.1 – Definition of Confidential Information.
- (v) **"Divested Business"** means any business that at any time during the Subscription Plan Term is an operating division of Customer or an Affiliate of Customer, but ceases to be so as a result of the sale or other transfer of ownership of a majority of the equity interest or all or substantially all of the assets of (i) such business, or (ii) Customer by its parent.
- (w) **"Documentation"** means the applicable Product documentation, and their usage guides and policies, as updated from time to time, and/or login to the Geotab Platform through a Subscription Plan.
- (x) **"Early Termination Fee"** has the meaning ascribed to it in Section 14.4.4 – Early Customer Termination.
- (y) **"Effective Date"** has the meaning ascribed to it in the preamble of this Agreement.
- (z) **"Equipment"** means a motor vehicle and/or stationary or movable equipment that Customer owns or controls.
- (aa) **"Equipment Information"** means certain data and information from Equipment, including data provided by Customer to identify its Equipment, data regarding the location of the Equipment, geolocation and tracking data, rate of travel, ignition on/off, idle time, number of stops and other similar information, and Vehicle Identification Numbers (VINs) (or equivalent).
- (bb) **"Failed to Return Fee"** has the meaning ascribed to it in Section 6.7.1 – Customer Return Obligation.
- (cc) **"Force Majeure Event"** has the meaning ascribed to it in Section 14.8 – Force Majeure Event.
- (dd) **"Free Trial Services"** means Products that Geotab makes available to Customer for free trial purposes pursuant to an Order Form that specifies that Customer's use of Products is for a trial purpose.
- (ee) **"Full Replacement Value"** means the replacement value of such Hardware as reasonably determined by Geotab.
- (ff) **"Geotab"** means the applicable company described in Schedule 5 (*Geotab Contracting Entity, Notice, Governing Law and Venue*).
- (gg) **"Geotab Intellectual Property"** has the meaning ascribed to it in Section 3.2 – Geotab's Intellectual Property and Ownership Rights.
- (hh) **"Geotab Managed Installation"** means the (i) paid Professional Services offered by Geotab for (1) initial installation of Hardware, (2) de-installation or re-installation of Hardware, and (3) de-installation or re-installation of Hardware under a warranty replacement event, and (ii) de-installation services performed by Geotab following the expiration of this Agreement or any specific Subscription Plan in accordance with the terms and conditions of this Agreement.
- (ii) **"Geotab Managed Installation Fee(s)"** means the Professional Services fee(s) for Geotab Managed Installation that is either (i) paid up front by Customer; or (ii) billed to Customer on a monthly basis, in each case as set forth on an Order Form. Geotab Managed Installation Fees may include, without limitation, service charges, travel fees and no-show fees, as applicable.

- (jj) **"General Marketplace"** means an online directory, catalog or marketplace of applications that interoperate with the Products or Third Party Products.
- (kk) **"Geotab Marketplace"** means the Geotab Marketplace® at <https://marketplace.geotab.com>, and any successor websites.
- (ll) **"Geotab Platform"** means the computer software applications, tools, application programming interfaces (APIs), connectors, programs, networks, gateways and equipment that Geotab and/or its licensors use to make the Software available to Customers, including MyGeotab®.
- (mm) **"Governmental Authority"** means any government body, including any political subdivision thereof, parliament, legislature, regulatory authority, agency, commission, board or court or other Law, rule, or regulation-making entity having or purporting to have jurisdiction on behalf of any nation or state or province or other subdivision thereof including any municipality or district.
- (nn) **"Hardware"** means Geotab hardware devices and accessories, as described in an Order Form.
- (oo) **"Infringement Claim"** has the meaning ascribed to it in Section 12.2.1 – Defense and Indemnity.
- (pp) **"Initial Subscription Plan Term"** has the meaning ascribed to it in Section 14.4.1 – Subscription Plan Term.
- (qq) **"Initial Third Party Service Term"** has the meaning ascribed to it in Section 14.2 – Third Party Service Term.
- (rr) **"Installer"** means Geotab personnel or a subcontractor.
- (ss) **"Intellectual Property Rights"** means all industrial and intellectual property rights of any kind including but not limited to trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade, business, domain or company names, semi-conductor or circuit layout rights, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and including any application, or right to apply, for registration, and all rights to enforce the foregoing), and all other equivalent or similar rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.
- (tt) **"Law"** means any statute, law, ordinance, regulation, rule, including rules of common law, code, order, constitution, treaty, common law, injunction, determination, judgment, decree, other requirement or rule of law of any Governmental Authority or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- (uu) **"Legal Notices"** has the meaning ascribed to it in Section 16.2.1.1 – Legal Notices.
- (vv) **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- (ww) **"Network Provider"** means (i) a cellular data network provider used to send current position and other data associated with Hardware, including, GPRS/GSM, 3G, 4G, 5G and LTE networks; and/or (ii) a satellite data network provider used to send current position and other data associated with Hardware.
- (xx) **"Order Form"** means an order placed by the Customer directly through a Geotab online purchasing portal, or through such other means as may be made available by Geotab from time to time, specifying Products, Professional Services and/or Third Party Products to be provided hereunder, including any addenda and supplements thereto. By entering into an Order Form hereunder, any Affiliate of Customer agrees to be bound by the terms of this Agreement as if it were an original party hereto.

- (yy) **"Paid Trial Services"** means Products that Geotab makes available to Customer for paid trial purposes pursuant to an Order Form that specifies that Customer's use of Products is for a trial purpose.
- (zz) **"Person"** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.
- (aaa) **"Prior Order Form"** has the meaning ascribed to it in Section 9.3.2.1 – Early Subscription Plan Term Upgrades.
- (bbb) **"Products"** means Software, Hardware and Subscription Plans that are purchased by Customer under an Order Form. "Products" exclude Content and Third Party Products.
- (ccc) **"Professional Services"** means the professional services (typically project management, Geotab Managed Installation, coordination and configuration, and Software training) to be performed by Geotab that are specified in the applicable Order Form.
- (ddd) **"Receiving Party"** has the meaning ascribed to it in Section 10.1 – Definition of Confidential Information.
- (eee) **"Renewal Subscription Plan Term"** has the meaning ascribed to it in Section 14.4.1 – Subscription Plan Term.
- (fff) **"Restricted Area List"** has the meaning ascribed to it in Section 17.1 – Export Compliance.
- (ggg) **"Service Plan"** means the cellular airtime data plan or satellite data plan from a Network Provider required for use in connection with Hardware.
- (hhh) **"Software"** means Geotab's software services (such as MyGeotab®) or other software products developed and owned by Geotab or its licensors, excluding Third Party Software, and including any software, firmware and intellectual property embodied therein and in any Hardware.
- (iii) **"Subscription Plan"** means the Software service offerings to which Customer subscribes, as specified in the applicable Order Form, including any associated Documentation.
- (jjj) **"Subscription Start Date"** means, with respect to each Order Form, the date on which the first Subscription Plan is activated; *provided, however*, that if the Order Form includes a Bundled Subscription Plan, the Subscription Start Date shall be the earlier to occur of (i) the date on which the first Bundled Subscription Plan is activated, or (ii) sixty (60) days after the shipment date of the associated Hardware. For purposes of this definition, a Subscription Plan is considered "activated" when the Hardware begins communicating with the Geotab Platform.
- (kkk) **"Subscription Plan Term"** has the meaning ascribed to it in Section 14.4.1 – Subscription Plan Term.
- (lll) **"Taxes"** means any consumption, excise, goods and services, harmonized sales, retail sales, social services, use, value added taxes and any other tax, duty, governmental fee or other like assessment or charge of any kind whatsoever imposed by any federal, provincial, state, territorial, municipal or other Governmental Authority in any jurisdiction.
- (mmm) **"Termination Notice"** has the meaning ascribed to it in Section 14.3 – Termination on Material Breach.
- (nnn) **"Third Party Software"** means any non-Geotab branded third party software applications, web-based services, or subscription software service offerings that Customer may use to interoperate with the Geotab Platform and/or receive data from Products (for example, when Customer requests that Geotab provide Customer Data to a third party software application).

- (ooo) **“Third Party Hardware”** means any non-Geotab branded third party products including, without limitation, any products offered on the Geotab Marketplace®, whether such products are fulfilled by Geotab or otherwise.
- (ppp) **“Third Party Products”** has the meaning ascribed to it in Section 4.1 – Third Party Products.
- (qqq) **“Third Party Service Provider”** means a third party, to the extent the third party is providing Third Party Products to Customer.
- (rrr) **“Third Party Service Renewal Term”** has the meaning ascribed to it in Section 14.2 – Third Party Service Term.
- (sss) **“Third Party Service Term”** has the meaning ascribed to it in Section 14.2 – Third Party Service Term.
- (ttt) **“Third Party Terms”** has the meaning ascribed to it in Section 4.1.2 – Applicable Third Party Terms.
- (uuu) **“Trial Services”** has the meaning ascribed to it in Section 5.1 – Trial Services.
- (vvv) **“Trial Services Term”** has the meaning ascribed to it in Section 5.1 – Trial Services.
- (www) **“User”** means any Person who has been authorized by Customer to use the Subscription Plan. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

SCHEDULE 2

INSTALLATION OF HARDWARE

- 1.1. Customer Managed Installation:** The provision of the principal Subscription Plans requires the installation of certain Hardware into Equipment. Unless otherwise noted on an Order Form, installation of all Hardware will be performed as a Customer Managed Installation. Customer shall be responsible for ensuring secure placement of the Hardware in or on the applicable Equipment and accepts full responsibility of installing such Hardware, including compliance with all applicable Laws or instructions related to such installation, and, to the fullest extent permitted by applicable Law, Geotab shall not be liable for any loss or damage whatsoever in connection with the installation. Customer accepts responsibility for the full replacement cost of any such Hardware if Hardware is damaged, lost or transferred. In no event will Geotab be liable for any loss or damage resulting from late delivery of Hardware.
- 1.2. Geotab Managed Installation and Scheduling.** If Geotab Managed Installation is purchased by Customer on an Order Form or is to otherwise be performed by Geotab, the installation of Hardware will be completed by an Installer. The parties will each make commercially reasonable efforts to schedule and complete Geotab's "standard installation" of Hardware within thirty (30) days following receipt of Hardware by Customer.
- 1.3. Geotab Managed Services Acknowledgement.** Customer acknowledges and agrees that for any Geotab Managed Installation, Customer consents to such installation information being provided to an Installer(s), if required, to coordinate the Geotab Managed Installation. Should Customer not make reasonable efforts to make Equipment and/or delivered Hardware available for the initial installation of Hardware, then Geotab's obligation to complete the initial installation of such Hardware for the Geotab Managed Installation Fee(s) shall expire after a reasonable period.
- 1.4. Customer Responsibilities.** For Geotab Managed Installations, Customer agrees to:
- (a) order Geotab Managed Installation using the proper SKU as provided by Geotab;
 - (b) order Geotab Managed Installation based on the scope of work required (if old Hardware needs to be removed, Customer should also include the removal SKU in the Order Form);
 - (c) ensure the quantity of Geotab Managed Installations ordered matches the number of installations required;
 - (d) ensure the proper type and quantity of Hardware is ordered for the required Equipment;
 - (e) ensure all applicable information required for Geotab Managed Installation is detailed in the Order Form: (i) installation point of contact; (ii) installation location address; and (iii) Equipment information for each vehicle - VIN, vehicle name, make, model, year;
 - (f) ensure that all required Hardware is shipped to the installation location and available for the time of installation;
 - (g) be responsible for any additional fees related to Geotab Managed Installation, including, but not limited to, trip fees and vehicle no show fees; and
 - (h) ensure that all Equipment scheduled for Geotab Managed Installation should be in appropriate working order and present at the time and place of installation;
 - (i) have designated point of contact(s) easily accessible during the time of installation;
 - (j) ensure that all Equipment (and keys) are accessible on the designated date and time for Installers to complete the scheduled Geotab Managed Installation;
 - (k) ensure that all applicable Hardware is available at the installation location on the designated date and time;

- (l) provide installation location(s) that are suitable for installation, meaning such installation location(s): (1) will be reasonably secure to perform the Geotab Managed Installation; (2) will house the required quantity of vehicles; (3) have appropriate weather accommodations; (4) have adequate lighting available; (5) have adequate personnel onsite for location and vehicle access; and (6) have internet connectivity or cellular reception for testing purposes.

1.5. Geotab Responsibilities. Geotab will (through directly or through a subcontractor):

- (a) ensure Geotab Managed Installations are completed in accordance with the Order Form placed by Customer;
- (b) designate a Geotab contact for each Geotab Managed Installation;
- (c) select an appropriate Installer given location, date, and job complexity;
- (d) work with Customer to schedule installations;
- (e) subject to Customer performing its obligations, ensure installations are performed promptly and efficiently;
- (f) ensure that Installers are technically competent to perform the Geotab Managed Installation;
- (g) ensure that an Installer verifies each installation and captures installation details;
- (h) provide installation progress status; and
- (i) invoice Customer for the Geotab Managed Installation upon completion.*

NOTE: *Geotab Managed Installation invoices may be separate from the monthly invoices for recurring subscriptions. Geotab Managed Installations are billed upon completion.

If Equipment or delivered Hardware is not available for the scheduled installation, Customer must inform Geotab at least one (1) business day before the installation. Failure to do so will result in a reasonable 'Equipment No Show' charge calculated in the currency specified in the associated Order Form.

1.6. Access and Equipment Alterations and Modifications. If Geotab Managed Installation is purchased by Customer, Customer hereby authorizes Geotab and/or its assignees, agents and contractors to enter or have access to such Equipment and Customer's property in order to install, maintain, inspect, repair, remove, replace, modify, upgrade or improve the operation of Hardware. Customer acknowledges that, in connection with the installation and any maintenance of Hardware, Geotab or Geotab's assignees, agents and contractors may modify or alter, including, without limitation, drilling holes, cutting panels or rewiring Equipment in which Hardware is installed. Geotab and/or its assignees, agents and contractors will not be responsible for, and make no assurances regarding, the restoration of such Equipment to their unmodified or unaltered condition. Customer will be responsible for confirming the effect (if any) of any such installation work on any Equipment manufacturer's warranty, and Geotab will have no responsibility or liability and Customer hereby releases and forever discharges, and will indemnify and hold harmless, Geotab, Geotab's Affiliates, resellers, agents and contractors and their directors, officers, employees and representatives from any responsibility or liability, in connection therewith.

1.7. Installation Warning. Certain Equipment configurations may require professional installation, additional equipment or modifications to Equipment. If Customer is uncertain that Customer has the requisite skills and understanding to install Hardware, Customer must consult with Geotab. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Equipment. Installation or servicing may also require modifications to Equipment. Failure to comply with procedures specified in the installation instructions for Hardware, or attempting to install Hardware without adequate knowledge of Hardware, proper installation, configuration, servicing, repair or removal procedures, or Equipment, may result in damage to Hardware or Equipment, which may cause malfunctions of Equipment controls or vehicular environmental systems and result in personal injury. Customer understands that any such activities not performed by Geotab will be at Customer's sole risk. Customer

hereby releases and forever discharges, and will indemnify and hold harmless, Geotab, Geotab's Affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which Customer or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, any Customer Managed Installation.

- 1.8. **De-installation of Hardware.** The de-installation of any Hardware is Customer's absolute responsibility and Customer hereby releases and forever discharges, and will indemnify and hold harmless, Geotab, Geotab's Affiliates, resellers and agents and their directors, officers, employees and representatives from any responsibility or liability, in connection therewith. Notwithstanding the foregoing, (i) if Hardware was initially installed as a Geotab Managed Installation, Customer may purchase Geotab Managed Installation services from Geotab for de-installation of Hardware, and (ii) Geotab may elect to perform de-installation of Hardware following the expiration of this Agreement or any specific Subscription Plan in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, if Hardware was installed as a Customer Managed Installation, Customer is ineligible to order Geotab Managed Installation services for the de-installation or re-installation of such Hardware.

SCHEDULE 3

HARDWARE RETURN LOCATIONS

1.1. The addresses to which any Hardware to be returned to Geotab under this Agreement depends on where Customer is domiciled.

For Customers domiciled in Europe	
If Customer is domiciled in:	Hardware should be returned to:
Any country in the European Union	Attention: Hardware Returns Geotab Inc. / FLEX Heierhoevenweg 10 Venlo, LI 5928 RN Netherlands
United Kingdom	Attention: Hardware Returns Geotab Inc. / FLEX Heierhoevenweg 10 Venlo, LI 5928 RN Netherlands

SCHEDULE 4
CONSUMER PRICE INDEX

1.1. The definition of “Consumer Price Index” under this Agreement depends on where Customer is domiciled.

For Customers domiciled in Europe	
If Customer is domiciled in:	“Consumer Price Index” is defined as:
Any country in the European Union	Harmonised Index of Consumer Prices (HICP) for the Euro area (or 'All-Items' for the European Union), as published by Eurostat.
United Kingdom	Consumer Prices Index (CPI), All Items, as published by the Office for National Statistics.

SCHEDULE 5

GEOTAB CONTRACTING ENTITY, NOTICE, GOVERNING LAW AND VENUE

- 1.1. The Geotab entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depends on where Customer is domiciled.

For Customers domiciled in Europe				
If Customer is domiciled in:	The Geotab entity entering into this Agreement is:	Notices should be addressed to:	The governing law is:	Courts having exclusive jurisdiction are:
Any country in the European Union	Geotab Europe Limited	70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland	Ireland	Dublin, Ireland
United Kingdom	Geotab (UK) Ltd.	Aquis House (2nd flr- South) 49-51 Blagrove Street Reading RG1 1PL	England	London, England

SCHEDULE 6

LOCAL LAW REQUIREMENTS

1.1. **France.** With respect to Customers domiciled in France, the following provisions shall be applicable:

- 1.1.1. **Section 6.3 – Inspection of Hardware** is disappplied and replaced with the following: Customer shall inspect the conditions of the outer packaging of Hardware for evidence of damage and/or pilferage immediately upon receipt. Should there be evidence of tampering then Customer is to note this on the delivery receipt providing Geotab with written notice, specifying any damage, pilferage or defect. If no exceptions are noted within three (3) business days of delivery, Customer agrees that Customer is satisfied with and has accepted the Hardware as delivered. Any concealed damage or loss of product (not clearly evident at the time of delivery) must be communicated to Geotab in writing within two (2) business days after the delivery date.
- 1.1.2. **Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”
- 1.1.3. **Section 14.4.2 – Price Adjustments** is disappplied.

1.2. **Germany.** With respect to Customers domiciled in Germany, the following provisions shall be applicable:

- 1.2.1. **Exclusion of Consumer Legislation.** Customer is a business customer (including a sole trader) and represents and warrants that it enters into this Agreement exclusively in the course of its commercial or self-employed professional activities; this Agreement is directly connected with, and has a professional character for, the Customer’s business. The Customer is not a consumer and, for the avoidance of doubt, provisions of any relevant consumer legislation do not apply.
- 1.2.2. **Section 3.2 – Geotab’s Intellectual Property and Ownership Rights** is supplemented by the following: “If a transfer of such newly created rights is not possible for legal reasons, Customer shall grant the rights (including the necessary licenses) to such newly created rights that are available to the Customer and shall use its best efforts to take all necessary measures with regard to such rights in order to grant Geotab an exclusive, temporally and spatially unlimited, transferable right to all (whether known or unknown) types of use and exploitation, including the right to modify, the right to create, reproduce, and distribute derivative works, and to develop, manufacture, have manufactured, offer for sale, sell, import, and otherwise market products and services.”
- 1.2.3. **Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”

1.3. **Ireland.** With respect to Customers domiciled in Ireland, the following provisions shall be applicable:

- 1.3.1. **Section 6.6 – Security Interest** is disappplied.
- 1.3.2. **Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”

1.4. **Italy.** With respect to Customers domiciled in Italy, the following provisions shall be applicable:

- 1.4.1. **Employee Monitoring. Section 7.9 – User Consents** is supplemented by the following: Notwithstanding the foregoing, for Customers domiciled in Italy, Customer acknowledges that the consent of individual Users do not constitute the correct legal basis for the processing of personal data arising from remote monitoring of employees through the Products (including

GPS tracking, telematics data collection and Camera Content). In particular, Customer acknowledges its obligations under Article 4 of Italian Law No. 300 of 20 May 1970 (Workers' Statute) which may require Customer to enter into an agreement with the relevant works council or, in the absence thereof, to obtain prior authorisation from the competent Italian Employment Local Body (*Ispettorato Territoriale del Lavoro*) before deploying the Products for purposes from which remote monitoring of employee activity may derive. Customer is the party solely responsible for ensuring compliance with the foregoing requirements prior to the deployment of the Products.

1.4.2. Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”

1.4.3. Data Protection. Any reference in the Agreement or the Additional Terms of Service (including the EU and UK Data Processing Addendum) to the “GDPR” or “EU Data Protection Law” shall be understood to include Italian Legislative Decree No. 196/2003 (as amended by Legislative Decree No. 101/2018) and any applicable decisions, guidelines or orders issued by the Italian Data Protection Authority (*Garante per la protezione dei dati personali*).

1.4.4. Data Protection Impact Assessment (DPIA). Customer acknowledges that the use of the Products for purposes involving the systematic monitoring of employees, including through GPS tracking and Camera Content, may require Customer to carry out a Data Protection Impact Assessment (DPIA) pursuant to Article 35 of Regulation (EU) 2016/679 (GDPR) and in accordance with any applicable guidance issued by the Italian Data Protection Authority (see provision no. 467 11th October 2018). Customer is solely responsible for conducting such DPIA prior to the deployment of the Products.

1.5. Jersey. With respect to Customers domiciled in Jersey, the following provisions shall be applicable:

1.5.1. Data Protection. Any reference in the Agreement or the Additional Terms of Service (including the EU and UK Data Processing Addendum) to the “GDPR”, “UK GDPR”, or “Data Protection Laws” shall be understood to include the Data Protection (Jersey) Law 2018 as amended or replaced from time to time, and the Jersey Office of the Information Commissioner (JOIC) shall be considered a relevant Supervisory Authority.

1.6. Monaco. With respect to Customers domiciled in Monaco, the following provisions shall be applicable:

1.6.1. Data Protection. Any reference in the Agreement or the Additional Terms of Service (including the EU and UK Data Processing Addendum) to the “GDPR” or “EU Data Protection Law” shall be understood to include the Monegasque Law No. 1.565 of 3 December 2024 on the protection of personal data.

1.7. Netherlands. With respect to Customers domiciled in the Netherlands, the following provisions shall be applicable:

1.7.1. Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”

1.8. Poland. With respect to Customers domiciled in Poland, the following provisions shall be applicable:

1.8.1. Exclusion of Consumer Legislation. Customer is a business customer (including a sole trader) and represents and warrants that it enters into this Agreement exclusively for the purposes of its trade, business or profession; the Agreement is directly connected with, and has a professional character for, the Customer's business. The Customer is not a consumer and, for the avoidance of doubt, provisions of article 385[5] of the Polish Civil Code and any relevant Polish consumer legislation do not apply. The foregoing shall also apply to any Divested Business based in Poland.

1.8.2. Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”

1.9. Portugal. With respect to Customers domiciled in Portugal, the following provisions shall be applicable:

1.9.1. Customer Responsibility for Tax Compliance. Notwithstanding any other provision herein, and in recognition of the requirements of the Autoridade Tributária e Aduaneira concerning the deductibility of business expenses:

1.9.1.1. Customer agrees to provide, and is solely responsible for ensuring the accuracy and timely upload of, specific Equipment Identification to the Geotab Platform necessary to clearly link the Products and/or Professional Services to Customer’s business activity, which shall include, for each Product and/or Professional Service, the applicable Equipment’s (a) license plate number, (b) Vehicle Identification Number (VIN) (or equivalent), or (c) internal asset ID. This data must be provided to Geotab no less than seven (7) business days prior to the issuance date of the corresponding invoice.

1.9.1.2. Customer is solely responsible for ensuring all Hardware is used exclusively for business-registered Equipment and shall indemnify and hold harmless Geotab and its Affiliates against any tax penalties, fines, rejected VAT deductions, or rejected corporate tax deductions resulting from Customer’s failure to maintain or provide accurate data as required herein or from Customer’s use of devices on non-business Equipment.

1.9.2. Section 4.1.3 – Disclaimer of Third Party Warranties is disappplied and replaced with the following: “Any exchange of data between Customer and any Third Party Service Provider, product or service is solely between Customer and the applicable Third Party Service Provider. To the extent permitted by applicable law, Geotab does not warrant or support Third Party Products, unless expressly provided otherwise in an Order Form. To the extent permitted by applicable law, Geotab is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third Party Products or their provider.”

1.9.3. Section 5.2 – Free Trial Services is disappplied and replaced with the following: “Customer agrees that Geotab, in its sole discretion and for any or no reason, may terminate Customer’s access to Free Trial Services or any part thereof. Customer agrees that any termination of Customer’s access to Free Trial Services may be without prior notice.”

1.9.4. Section 6.2 – Shipment and Risk of Loss of Hardware is disappplied and replaced with the following: “Geotab will select the method of carriage for Hardware and all costs of shipping and handling will be borne by Customer. Unless otherwise stated in an Order Form, Geotab may deliver Hardware in one or more shipments. Except to the extent applicable Third Party Terms provide otherwise, delivery of Hardware will be made DAP (Delivered at Place) (Customer’s designated destination), as defined by *Incoterms 2020*, except as otherwise specified in an Order Form. Geotab will use reasonable efforts to fulfil an Order Form within the applicable time indicated; however, to the extent permitted by applicable law, Geotab will not be liable for any delays or any failure to fulfill an Order Form within the aforementioned time period, not resulting from Geotab’s gross negligence or wilful misconduct.”

1.9.5. Section 6.3 – Inspection of Hardware is disappplied and replaced with the following: “Customer shall inspect the conditions of the outer packaging of Hardware for evidence of damage and/or pilferage immediately upon receipt. Should there be evidence of tampering then Customer is to note this on the delivery receipt providing Geotab with written notice, specifying any damage, pilferage or defect. If no exceptions are noted, Customer agrees that Customer is satisfied with and has accepted the Hardware as delivered. Any concealed damage, defect or loss of product (not clearly evident at the time of delivery) must be communicated to Geotab in writing within thirty (30) business days after the discovery of such damage, loss or defect, and never later than six (6) months following the delivery date.”

- 1.9.6. **Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: “For Customers based in the EU, automatic payments will be made via SEPA directly from Customer’s account as indicated in the SEPA authorisation form.”
- 1.9.7. **Section 13.3 – Exceptions** is disappplied and replaced with the following: “Sections 13.1 – Limitation of Liability above and Section 13.2 – Exclusion of Consequential and Related Damages above do not apply to either party’s (i) willful misconduct or gross negligence; (ii) infringement or misappropriation of any of the other’s Intellectual Property Rights; (iii) Customer’s indemnity obligations under Section 12.1 – Customer Indemnity above; (iv) fraud or fraudulent misrepresentation or (v) liability or loss which may not be limited by applicable Law, including liability for damages to life, moral or physical integrity or health of people, and non-contractual pecuniary damages to the Customer or third parties. Any amounts payable by an indemnified party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying party, liability for which falls within the indemnifying party’s indemnification obligations under this Agreement, and all fees payable by Customer under this Agreement, will be deemed direct damages for purposes of this Section 13 – Limitations and Exclusion of Liability. Section 13.1 – Limitation of Liability above does not apply to (i) Customer’s obligations to pay fees and expenses when due and payable under this Agreement, nor (ii) either party’s obligations under Section 10 - Confidentiality above.”
- 1.9.8. **Section 13.4 – Waiver of Claims** is disappplied.
- 1.9.9. **Section 13.5 – General** is disappplied.
- 1.9.10. **Section 1.1 – Customer Managed Installation** of Schedule 2 (*Installation of Hardware*) is disappplied and replaced with the following: “The provision of the principal Subscription Plans requires the installation of certain Hardware into Equipment. Unless otherwise noted on an Order Form, installation of all Hardware will be performed as a Customer Managed Installation. Customer shall be responsible for ensuring secure placement of the Hardware in or on the applicable Equipment and accepts full responsibility of installing such Hardware, including compliance with all applicable Laws or instructions related to such installation—Customer accepts responsibility for the full replacement cost of any such Hardware if Hardware is damaged, lost or transferred.”
- 1.10. **Spain**. With respect to Customers domiciled in Spain, the following provisions shall be applicable:
- 1.10.1. **Exclusion of Consumer Legislation**. Customer represents and warrants that it enters into this Agreement exclusively for the purposes related to its trade, business or profession and that the Products are purchased exclusively for commercial purposes in the course of the Customer’s trade, business or profession. Accordingly, the Customer acknowledges that Spanish consumer protection legislation (in particular, Royal Legislative Decree 1/2007) does not apply to this Agreement.
- 1.10.2. **Section 3.1 – License by Geotab** is disappplied and replaced with the following: “Subject to the terms and conditions of this Agreement, the principal supply by Geotab to its Customer is the granting of a non-exclusive, non-transferable (except in accordance with Section 17.9 – Assignment below), limited license, for which the consideration is included in the fees paid by Customer under this Agreement pursuant to Section 9 – Fees: Payment for Products, with the right to grant sublicenses to Divested Businesses pursuant to Section 3.7 – Divested Businesses and any and all such sublicenses as may be required to authorize third parties to exercise the access and use rights set forth in Section 3.7 – Divested Businesses, for the Subscription Plan Term, solely to access and use, and to permit its Users to access and use, Products, in accordance with Documentation, solely for Customer’s operations in its ordinary course of business.”
- 1.10.3. **Section 3.2 – Geotab’s Intellectual Property and Ownership Rights** is disappplied and replaced with the following: “As between Customer and Geotab, Geotab and Geotab’s licensors retain and own all right, title and interest and all Intellectual Property Rights in and to

Products, Geotab's Confidential Information, Content, Documentation, and, to the maximum extent permitted by law, all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of Geotab or by Customer and its Users, including any application programming interface created or developed by or on behalf of Geotab between a Product and Third Party Software or any other work, invention or asset protected or protectable by Intellectual Property Rights (collectively, "**Geotab Intellectual Property**"). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the Geotab Intellectual Property. To the extent any interest of any kind whatsoever in the Geotab Intellectual Property becomes vested in Customer, Customer hereby assigns, and further automatically assigns upon creation, to the maximum extent permitted by law, any and all such interests in or to the Geotab Intellectual Property to Geotab, and agrees that it shall execute any documents Geotab requires in its sole and absolute discretion to give full effect to this Section."

- 1.10.4. **Section 3.5 – Customer License to Use Feedback** is disappplied and replaced with the following: "Customer grants to Geotab, its Affiliates, its licensors and applicable contractors a worldwide, irrevocable, royalty-free license for the maximum duration permitted by law to use and incorporate into its products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Geotab, its Affiliates' and/or its licensors Products."
- 1.10.5. **Section 6.3 – Inspection of Hardware** is disappplied and replaced with the following: "Customer shall inspect the conditions of the outer packaging of Hardware for evidence of damage and/or pilferage and, to the extent reasonably possible, the Hardware, immediately upon receipt. Should there be evidence of tampering, damage, shortage or non-conformity that is apparent upon delivery, then Customer is to note this on the delivery receipt providing Geotab with written notice, specifying any damage, pilferage or defect. If no exceptions are noted within four (4) business days of delivery, Customer agrees that Customer is satisfied with and has accepted the Hardware as delivered. Any concealed damage, defect or loss of product (not clearly evident at the time of delivery) must be communicated to Geotab in writing within thirty (30) business days after the delivery date."
- 1.10.6. **Section 6.6 – Security Interest** is disappplied.
- 1.10.7. **Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: "For Customers based in the EU, automatic payments will be made via SEPA directly from Customer's account as indicated in the SEPA authorisation form."
- 1.10.8. **Section 13 – Limitations and Exclusion of Liability**. To the extent that the laws of Spain apply, the limitations of liability set out in **Section 13 – Limitations and Exclusion of Liability** shall not apply in the event of fraud or wilful misconduct (dolo).
- 1.11. **Switzerland**. With respect to Customers domiciled in Switzerland, the following provisions shall be applicable:
 - 1.11.1. **Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: "For Customers based in Switzerland, automatic payments will be made via SEPA directly from Customer's account as indicated in the SEPA authorisation form."
 - 1.11.2. **Section 13 – Limitations and Exclusion of Liability**. To the extent that the laws of Switzerland apply, the limitations of liability set out in **Section 13 – Limitations and Exclusion of Liability** shall not apply to unlawful intent or gross negligence (Article 100 paragraph 1 of the Swiss Code of Obligations), or to death or personal injury.
 - 1.11.3. **Data Protection**. Any reference in the Agreement or the Additional Terms of Service (including the EU and UK Data Processing Addendum) to the "GDPR" or "EU Data Protection Law" shall be understood to include the Swiss Federal Act on Data Protection (FADP) as revised.

1.12. United Kingdom. With respect to Customers domiciled in the United Kingdom, the following provisions shall be applicable:

- 1.12.1. Section 6.6 – Security Interest** is disappplied and replaced with the following: “Until title to the Hardware supplied under this Agreement passes to the Customer, Customer shall (a) keep the Hardware separate from other hardware of a similar kind held by Customer so that they remain readily identifiable as the property of Geotab, (b) not remove, deface or obscure any identifying mark or packaging on the Hardware, (c) maintain the Hardware in satisfactory condition and keep them insured on behalf of Geotab for their full price against all risks with an insurer that is reasonably acceptable to Geotab, and (d) give such information as Geotab may reasonably require from time to time relating to the hardware. In the event Customer fails to comply with its obligations under this Agreement (or any other agreement between Customer and Geotab), in particular Customer's payment obligations when such obligations fall due and payable, at any time before title to the Hardware supplied under this Agreement may require Customer to deliver up all Hardware in its possession and, if Customer fails to do so promptly, enter any premises of Customer or any third party where the relevant products are stored in order to recover them.”
- 1.12.2. Section 9.5 – Automatic Payment Withdrawal Authorization and Credit Card Payments** is supplemented by the following: “For Customers based in the United Kingdom, automatic payments will be made via direct debit from Customer’s account as indicated in the applicable direct debit mandate.”
- 1.12.3. Section 17.4 – Anti-Corruption** is supplemented by the following: “In performing its obligations under this Agreement, each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, without limitation, the UK Modern Slavery Act 2015.”
- 1.12.4. Section 17.7 – Third-Party Beneficiaries** is supplemented by the following: “No person other than the parties shall have any right to enforce any term of this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).”