



621 North Ave. NE, Suite C-170
Atlanta, Georgia 30308
USA

GEOTAB VITALITY TERMS OF SERVICE

IMPORTANT! By downloading, using, or accessing Geotab Vitality's Application, as defined below, you conclude a legally binding agreement based on the terms of this Geotab Vitality Terms of Service (these "**Terms**") with Geotab Vitality, LLC, a Delaware limited liability company, with a place of business at 621 North Avenue NE, Atlanta, Georgia 30308 USA ("**Geotab Vitality**" or "**Company**", and together with the Customer, the "**Parties**") on behalf of yourself and the corporation or other legal entity that you represent or for which you act or work for ("**Customer**"). **If the Customer does not wish to be bound by these Terms, do not install, use, or access the Services (as defined below).** In addition to terms defined throughout, capitalized terms used in these Terms have the meaning given to them in Section 12 (Definitions).

BACKGROUND:

- A. Geotab Vitality has established a proprietary driver's driving 'score' for purposes of promoting safe driving behavior including: (i) setting up goals; and (ii) the use of incentives to achieve good driving behavior based on behavioral economics (the "**Rewards Score**"). The Rewards Score is then used to calculate rewards for a customer's commercial drivers, which can then be redeemed by a customer's driver through the Geotab Vitality rewards platform (the "**Rewards Platform**") via a mobile application (the "**Application**").
- B. Customer is an existing customer of Geotab Inc. ("**Geotab**"), who provides certain fleet management services and solutions ("**Geotab Solution**"), including but not limited to, the Geotab GO device ("**GO Device**").

1 LICENSE, ACCESS AND USE

- 1.1 *License, Access and Use.* Subject to and conditioned upon Customer's compliance with all other terms and conditions of these Terms, Company and/or its licensors will provide Customer with a limited, non-assignable, non-exclusive right to access and use the Services in the Territory during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.
- 1.2 *Documentation Licence.* Subject to the terms and conditions contained in these Terms, Company hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable licence to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- 1.3 *Use Restrictions.* Customer shall not use the Services for any purposes beyond the scope of the access granted in these Terms. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users or person to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, modify, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove, delete, efface, alter, obscure, or otherwise change any proprietary notices from the Services or Documentation; (v) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Services or Documentation; or (vi) bypass or breach any security protection used for or contained in the Software or Documentation; or (vii) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law.
- 1.4 *Reservation of Rights.* Company and its licensors reserve all rights not expressly granted to Customer in these Terms. Except for the limited rights and licences expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company IP.
- 1.5 *Suspension.* Notwithstanding anything to the contrary in these Terms, Company may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP, (B) Customers or any Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company, (C) Customer, or any Authorized User, is using the Company IP for fraudulent or illegal activities, (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) Company's provision of the Services to Customer or any Authorized User is prohibited by

applicable Law; or (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

- 1.6 *Aggregated Statistics.* Notwithstanding anything to the contrary in these Terms, Company may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law.
- 1.7 *Modifications and Development Authority.* Company and its licensors retain the right to modify or discontinue Service features without notice. Company exclusively holds authority over the development roadmap of the Services, with complete discretion in decisions regarding ongoing development, enhancements, and modifications.

2 CUSTOMER RESPONSIBILITIES

- 2.1 *General.* Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by Customer will be deemed a breach of these Terms by Customer. Customer shall use all reasonable efforts to make all Authorized Users aware of these Terms' provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.
- 2.2 *Internet Connectivity and Hardware.* Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**").
- 2.3 *Security.* Customer shall also be solely responsible for maintaining the security of the Equipment, Customer account, user identifications, passwords (including but not limited to administrative and user identifications and passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and/or usernames with unauthorized users.
- 2.4 *Unauthorized Technology.* Unless prior written authorization is given by Company, Customer and its Authorized Users shall not (i) run or install any computer software or hardware on the Services or network; (ii) mine, scrape, index, or automatically download Company data; or (iii) automatically connect (whether through APIs or otherwise) Company data or Services to other data, software, services or networks.
- 2.5 *Third Party Supplemental Software.* Customer may be required to license third-party software and solutions to operate some of the Services. Additional terms may apply to such third-party software.
- 2.6 *Integration with Third-Party Vendors.* The Services offer interfaces to certain third-party vendor systems (each, an "**Integration**"). Customer agrees to facilitate communication between Company and any of Customer's third-party vendors involved in the Integrations as reasonably required by Company to implement such Integrations. Customer recognizes and accepts its exclusive responsibility to secure, or ensure its third-party vendor secures, all necessary licenses required for these Integrations, unless such Integrations are otherwise purchased by Customer from the Company pursuant to an order form.
- 2.7 *Customer Data.* Customer will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data provided by Customer to Company to enable the provision of the Services, including but not limited to Customer Data. Customer acknowledges and agrees that it shall comply with all applicable Laws in the provision of Customer Data. Customer will not knowingly or intentionally send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children, violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the

Services. Customer grants to Company a royalty-free, non-transferable, non-exclusive license to use Customer Data to the extent necessary to perform the Services.

3 CONFIDENTIALITY

- 3.1 *Confidential Information.* From time to time during the Term, either Party may disclose or make available to the other Party information (including information of its licensors) about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable Law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms, including to make required court filings. On the expiration or termination of these Terms, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective for a period of two (2) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

4 INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

- 4.1 *Company IP.* Customer acknowledges that, as between Customer and Company: (A) the Application and Documentation are licensed, not sold, to Customer by Company and Customer does not have under or in connection with this Agreement any ownership interest in the Application or Documentation, or in any related intellectual property rights; and (B) Company owns all right, title, and interest, including all intellectual property rights, in and to the Company IP and Data and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials.
- 4.2 *Customer Data.* Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.
- 4.3 *Feedback.* If Customer or any of its employees or contractors provides, sends, or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Company on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.
- 4.4 *Promotional Release.* Customer understands that the Company may review and assess Customer's use of the Services and create an applicable case study, white paper, testimonial, or other statement (“**Promotional Material**”). Customer irrevocably authorizes Company to use Customer's name, logo, publicly available Customer information and the Promotional Materials (collectively, the “**Content**”) and copy, exhibit, publish, and distribute the Content, in whole or in part, in print and digital media, or in any other distribution media, for advertising, marketing, publicity, and promotion of Company, or for any other lawful purpose, forever throughout the world. Customer agrees that (i) it will not make any monetary or other claim against Company for the use of the Content; (ii) it waives any right to inspect or approve any use by Company of the Content; (iii) it will receive no consideration from Company other than any goodwill and publicity

that it may receive relating to Company's use of the Content; and (iv) it hereby agrees to hold harmless and release Company from all claims, demands and causes of action which Customer, its successors, or any other persons acting on its behalf, may have by reason of this Section.

5 PRIVACY

- 5.1 *Customer Data.* Customer instructs the Company to process certain Customer Data and Customer Fleet Data in accordance with the Data Processing Addendum.

6 DISCLAIMER OF WARRANTIES

- 6.1 *Disclaimer of Warranties.* THE CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THE SERVICES, APPLICATION, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS ARE PROVIDED "AS-IS". COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND THAT ANY CUSTOMER DATA WILL BE SECURE OR NOT OTHERWISE LOST, DAMAGED OR SUBJECT TO UNAUTHORIZED ACCESS, AND/OR DATA ACCURACY. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE. COMPANY ALSO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS.

7 INDEMNIFICATION

- 7.1 *Customer Indemnification.* The Customer shall defend, indemnify, and hold harmless Company and each of Company's affiliates, and their respective officers, directors, employees, agents, permitted successors and permitted assigns (each of the foregoing, an "**Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**") incurred by an Indemnitee arising out of or relating to any claim, suit, action, or proceeding (each, an "**Action**") by a third party (other than an affiliate of the Indemnitee) to the extent that such Losses do or are alleged to arise out of or result from:
- 7.1.1 the Customer's breach of any representation, warranty, statement, covenant, condition, or obligation of the Customer under these Terms;
 - 7.1.2 any use or misuse of the Services by the Customer;
 - 7.1.3 the Customer's breach of applicable Laws; or
 - 7.1.4 any negligence or more culpable act or omission (including recklessness or wilful misconduct) of the Customer in connection with the Services.

8 LIMITATIONS OF LIABILITY

- 8.1 *Exclusion of Damages.* IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (E) COST OF REPLACEMENT SERVICES OR (F) THIRD-PARTY MATERIALS, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

8.2 *Cap on Monetary Liability.* TO THE EXTENT PERMITTED UNDER LAW, THE CUMULATIVE LIABILITY OF COMPANY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR INDEMNIFICATION OR ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID TO THE COMPANY FOR THE SERVICES IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ALL REFERENCES TO A PARTY IN THIS PARAGRAPH AND THE APPLICABILITY OF THE LIMITATIONS SET OUT HEREIN INCLUDE SUCH PARTY'S SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AGENTS AND EMPLOYEES.

8.3 *General.* Customer agrees that the exclusions and limitations contained in this Section 8 (Limitations 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 Services would be significantly higher. In addition, the Customer acknowledges and agrees that in no event shall the liability to the Customer in respect of a claim that the Services infringes on a copyright, patent, trademark, or trade secret include any portion of a damage award, agreed settlement, or other damage permitted hereunder exceed a reasonable royalty based solely on the price Customer paid for the Services.

9 TERMINATION

9.1 *Termination.* In addition to any other express termination right set forth in these Terms:

9.1.1 Company may terminate these Terms, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues for more than five (5) calendar days after Company's delivery of written notice thereof; or (B) breaches any of its obligations under these Terms;

9.1.2 either Party may terminate these Terms, effective on written notice to the other Party, if the other Party breaches these Terms, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

9.1.3 either Party may terminate these Terms, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, liquidator or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

9.1.4 either Party may terminate these Terms, at any time for any reason and without penalty upon five (5) days written notice to the other Party.

9.2 *Effect of Termination or Expiration.* Upon expiration or earlier termination of these Terms:

9.2.1 Customer shall immediately discontinue use of the Company IP and, without limiting Customer's obligations under Section 3.1 (Confidential Information), Customer shall delete, destroy, or return all copies of the Company IP and certify in writing to Company that Company IP has been deleted or destroyed.

9.2.2 Company and/or its licensors may delete or destroy all copies of Customer Data and Customer Fleet Data in its systems or otherwise in its possession or control, unless legally prohibited, without prior notice to Customer.

9.3 *Survival.* This Section 9.3 (Survival) and Section 12 (Definitions and Interpretation), Section 1.4 (Reservation of Rights), Section 2.1 (General), Section 2.7 (Customer Data), Section 3 (Confidentiality), Section 4.1 (Company IP), Section 4.3 (Feedback), Section 4.4 (Promotional Release), Section 6 (Disclaimer of Warranties), Section 7 (Indemnification), Section 8 (Limitations of Liability), Section 9.2 (Effect of Termination or Expiration), Section 10.3 (Notices), Section 10.4 (Publicity), and Section 11 (Miscellaneous) shall survive any termination or expiration of these Terms.

10 EQUITABLE REMEDIES; FORCE MAJEURE; NOTICES; PUBLICITY

- 10.1 *Equitable Remedies.* Customer acknowledges and agrees that a breach or threatened breach by the Customer of any of its obligations under these Terms would cause the Company irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Company will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 10.2 *Force Majeure.* In no event shall either Party be held liable or deemed in breach of these Terms for any failure or delay in fulfilling its obligations, excluding payment obligations, when such failure or delay results from acts beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, epidemics, war, terrorism, government actions, or any other event beyond reasonable control (each, a “**Force Majeure Event**”). The Party affected by a Force Majeure Event must promptly notify the other Party, stating the expected duration of the Force Majeure Event and make diligent efforts to minimize its impact. During a Force Majeure Event, the unaffected party may suspend its obligations until the affected party resumes performance. If the failure or delay due to a Force Majeure Event continues for thirty (30) days or more, the unaffected party may terminate these Terms upon written notice to the other Party.
- 10.3 *Notices.* All notices under these Terms must be in writing and sent by email (except for notices of breach of these Terms which may not be sent by email) or mail, courier, fax or delivered in person at the address, for the Company, as listed in the preamble, and for the Customer, as publicly available (or such other more recent address notified to the other). However, Company may give technical or operational notices or notices of third-party provider terms via publication within the Services themselves.
- 10.4 *Publicity.* Except as provided for herein, Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to these Terms or otherwise use the other Party's trademarks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the other Party.

11 MISCELLANEOUS

- 11.1 *Entire Agreement.* These Terms, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of these Terms and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- 11.2 *Consent to Electronic Communications.* Customer and its Authorized Users hereby consent to receiving electronic communications from Company. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.
- 11.3 *Export Restrictions.* Customer may not remove or export from the United States, Canada, the United Kingdom or the Europe Union to allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of these Terms and will be prohibited except to the extent expressly permitted by the terms of these Terms.
- 11.4 *Amendments and Modifications.* Customer agrees that Company may change the terms of this Agreement from time to time by notifying Customer via Company's website, email or other means, provided any such updates are applied generally and not to Customer specifically. Customer agrees to accept, and Customer hereby accepts, any changes in the terms of this Agreement unless the changes impose commercially unreasonable disadvantages on Customer. If a change imposes commercially unreasonable disadvantages on Customer and Company receives a written objection from Customer within thirty (30) days of the date when Customer was first notified of the change, Company may, at its sole option and discretion: (a) reverse such change such that the immediately prior version of this Agreement shall continue to apply to Customer; or (b) terminate this Agreement and Customer's use of the Solution and refund to any prepaid services fees paid to Company, if any, for time periods after the effective date of the change to which Customer objected in accordance with this Agreement.

- 11.5 **Waivers.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 11.6 **Severability.** If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 11.7 **Subcontracting.** Company may subcontract the performance of any of its duties or obligations under these Terms to any person or entity provided that prior to the commencement of any work by any subcontractor, Company enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of the Customer. In all cases, the Company shall be responsible and liable for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts or omissions were by the Company or its employees and shall be responsible for all fees and expenses payable to any subcontractor.
- 11.8 **Governing Law.** These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New York, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.
- 11.9 **Mandatory Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to these Terms and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. federal or state courts located in the City of New York and any appellate courts therefrom. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 11.10 **Assignment.** Customer may not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms are binding upon and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- 11.11 **Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of these Terms and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- 11.12 **Interpretations.** Section headings in these Terms are included herein for convenience of reference only and will not constitute a part of these Terms 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.
- 11.13 **Time of Day.** Unless otherwise specified, references to time of day or date mean the local time of day or date in Atlanta, Georgia.
- 11.14 **Business Day.** If under these Terms any payment or calculation is to be made, or any other action is to be taken, on or as of a day which is not a Business Day, the payment or calculation is to be made, or that other action is to be taken, on or as of the next day that is a Business Day.
- 11.15 **Currency.** Unless otherwise specified, including by way of an order form, all currency or dollar references mean the lawful currency of the United States of America.

12 DEFINITIONS

- 12.1 *Definitions.* For the purposes of these Terms, except as otherwise defined herein, the following words and phrases will have the following meanings:
- 12.1.1 **"Action"** has the meaning ascribed to it in Section 7.1 (Customer Indemnification).
- 12.1.2 **"Aggregate Statistics"** means data or information related to Customer's use of the Services that is used by Company in an aggregate or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 12.1.3 **"Authorized User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to these Terms; and (ii) for whom access to the Services has been purchased hereunder.
- 12.1.4 **"Application"** has the meaning ascribed to it in the background section to these Terms.
- 12.1.5 **"Company IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP includes Aggregated Statistics, and any information, data, or other content derived from Company and its licensor's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- 12.1.6 **"Confidential Information"** has the meaning ascribed to it in Section 3.1 (Confidential Information).
- 12.1.7 **"Content"** has the meaning ascribed to it in Section 4.4 (Promotional Release).
- 12.1.8 **"Customer Data"** means, other than Aggregated Statistics and Data, Personal Information that is provided by or on behalf of Customer or an Authorized User through the Services.
- 12.1.9 **"Customer Fleet Data"** any data or information that is generated by equipment in Customer vehicles, or other assets, processed by the Geotab Solution or any data the Customer inputs into the Geotab Solution, which may include information about the location of the GO Device, the vehicle in which it is installed (including the surrounding environment) or, potentially, the driver of such vehicle.
- 12.1.10 **"Data"** means any and all data that is generated or gathered as a result of the Authorized User's engagement with the Services, including data concerning an Authorized User. For avoidance of doubt, Data will be de-identified and will not include Customer Data.
- 12.1.11 **"Data Processing Addendum"** means the document attached hereto as Schedule 1.
- 12.1.12 **"Documentation"** means Company's user manuals, handbooks, and guides relating to the Services provided by Company to Customer either electronically or in hard copy form.
- 12.1.13 **"Equipment"** has the meaning ascribed to it in Section 2.2 (Internet Connectivity and Hardware).
- 12.1.14 **"Feedback"** has the meaning ascribed to it in Section 4.3 (Feedback).
- 12.1.15 **"Force Majeure Event"** has the meaning ascribed to it in Section 10.2 (Force Majeure Event)
- 12.1.16 **"Geotab Vitality"** has the meaning ascribed to it in the background section to these Terms.
- 12.1.17 **"Indemnitee"** has the meaning ascribed to it in Section 7.1 (Customer Indemnification).
- 12.1.18 **"Integration"** has the meaning ascribed to it in Section 2.6 (Integration with Third-Party Vendors).
- 12.1.19 **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- 12.1.20 **"Losses"** has the meaning ascribed to it in Section 7.1 (Customer Indemnification).

- 12.1.21 “**Personal Information**” means any information that relates to an identified or identifiable Authorized User or as otherwise defined by an applicable data protection law.
- 12.1.22 “**Promotional Material**” has the meaning ascribed to it in Section 4.4 (Promotional Release).
- 12.1.23 “**Services**” means the Application and associated services.
- 12.1.24 “**Service Suspension**” has the meaning ascribed to it in Section 1.5 (Suspension).
- 12.1.25 “**Territory**” means, unless agreed to between the Parties, Australia, Canada, France, Germany, Ireland, Italy, Mexico, New Zealand, Poland, Portugal, South Africa, Spain, the United Arab Emirates, the United Kingdom and the United States of America.
- 12.1.26 “**Third-Party Materials**” means materials and information, in any form or medium, that are not proprietary to the Company, including any third-party: (A) documents, data, content, or specifications; (B) software, hardware or other products, facilities, equipment or devices; and (C) accessories, components, parts, or features of any of the foregoing. For clarity, without limitation, the GO Device is a Third-Party Material.

SCHEDULE 1
DATA PROCESSING ADDENDUM

See attached.

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") supplements and forms a part of the Services Agreement and/or Terms of Use (the "**Agreement**") between Company and the Customer (collectively, the "**Parties**"), as defined in the Agreement. If there is any conflict between this Addendum and the Agreement, this Addendum will prevail to the extent of the conflict. The purpose of this Addendum is to set forth the mutual obligations of the Parties regarding the protection of Personal Information in relation to Data Protection Laws.

1. DEFINITIONS

All capitalized terms not otherwise defined herein will have the meaning as defined in the Agreement.

- 1.1. "**Affiliate**" means a subsidiary or a holding company or a subsidiary of the holding company of any entity and/or as to any entity, any other entity that, now or in the future, directly or indirectly, effectively controls, is effectively controlled by, or is under common effective control by another entity together with, such entity. For the purposes of this definition the term "effective control" shall include control of any entity through any voting pool or other arrangement, the right to the exercise of voting rights, directly or indirectly, resulting in effective control of any entity and/or control of its management, and/or the right to appoint the majority of the members of the board of directors of any entity. For this purpose, and without limiting the foregoing, any entity that owns at least 50% (fifty percent) of the voting rights of any other entity shall be deemed to be in effective control of such other entity. It is also agreed that the term "Affiliate" may, for the purposes of this Agreement, also include a specified business unit of the Company or any of its Affiliates.
- 1.2. "**Aggregate Authorized User Information**" means information that relates to a group or category of Authorized Users, from which individual Authorized User identities have been removed, that is not linked or reasonably linkable to any Authorized User or household, including via a device. "Aggregate Authorized User Information" does not mean one or more individual Authorized User records that have been De-identified.
- 1.3. "**Anonymize/ Anonymized**" means the act of removing identifiers such that the data remaining could not be reasonably used to re-identify an Authorized User and is therefore no longer Personal Information.
- 1.4. "**Data Protection Laws**" means all laws and regulations that apply to the Company's processing of Personal Information in connection with the provision or receipt of the Services in the Territory which may include i) the data protection and data privacy laws of the United States and its territories; ii) Personal Information Protection and Electronic Documents Act (Canada); iii) the GDPR; and/or iv) UK GDPR.
- 1.5. "**De-identify/ De-identified**" means information that cannot reasonably be used to identify or infer information about, or otherwise be linked to, or associated with, a particular Authorized User or an Authorized User's device linked to them, provided that a Party that possesses the information:
 - A. Takes reasonable measures to ensure that the information cannot be associated with an Authorized User or household;
 - B. Publicly commits to maintain and use the information in De-identified form and not to attempt to reidentify the information, except that such Party may attempt to reidentify the information solely for the purpose of determining whether its De-identification processes satisfy the requirements of this sub-clause, with the Authorized User's consent or if legally compelled to do so; and
 - C. Contractually obligates any recipients of the information to comply with all provisions of this clause (A) to (B).
- 1.6. "**GDPR**" means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council

of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data.

- 1.7. **"Personal Information"** means any information that relates to an identified or identifiable Authorized User or as otherwise defined by an applicable Data Protection Laws.
- 1.8. **"Processing"** means any operation or set of operations performed, whether by manual or automated means, on Personal Information or on sets of Personal Information, such as the collection, storage, disclosure, analysis, deletion, or modification of Personal Information.
- 1.9. **"Purpose"** to provide, maintain and improve the Services and to otherwise carry out Company's obligations under the Agreement or pursuant to applicable Data Protection Laws.
- 1.10. **"Security Breach"** means:
 - A. any act or omission that compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place to protect it and which results in: i) unauthorized access by a third party; ii) unauthorized disclosure to a third party; or iii) unauthorized acquisition by a third party; or
 - B. personal data breach, or equivalent, as defined in Data Protection Law.
- 1.11. **"Sell"** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an Authorized User's Personal Information to a third party for monetary or other valuable consideration.
- 1.12. **"Standard Contractual Clauses"** means: (i) where GDPR applies, the standard contractual clauses for the transfer of Personal Information to third countries as set out in the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 or any replacement thereof ("**EU Standard Contractual Clauses**"); (ii) where the UK GDPR applies, the EU Standard Contractual Clauses, and the International Data Transfer Addendum (issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022) to the EU Standard Contractual Clauses or replacement thereof ("**UK Standard Contractual Clauses**"); or iii) similar contractual clauses or mechanisms required in terms of the Applicable Data Protection Laws for ensuring an adequate level of data protection for cross border transfers.
- 1.13. **"UK GDPR"** means the GDPR and the Data Protection Act of 2018.

2. APPLICABLE TERRITORY AND DATA PROTECTION LAW

In the event that Customer desires to make the Services available to Authorized Users who will access and use the Services outside of the Territory, Customer shall further engage with Company regarding such additional jurisdictions and the Parties shall execute any additional agreements as may be required to comply with Data Protection Laws in such additional jurisdictions.

3. OBLIGATIONS AND ACTIVITIES OF COMPANY

- 3.1. Company agrees to not Process Personal Information other than as permitted or required by this Addendum, for the Purpose, or as required by Data Protection Law.
- 3.2. Company will act as a service provider, processor or equivalent as defined under Data Protection Law.
- 3.3. The details of the Personal Information to be processed are set out in Annex 1 (Details of Personal Data and Processing) to this Addendum.
- 3.4. Company shall provide reasonable assistance (at Customer's expense if doing so would require Company to assign significant resources to such effort) to the Customer in order for the Customer to conduct data protection assessments, where required by Data Protection Law.

- 3.5. Company shall ensure that each person Processing Personal Information has a need to know or otherwise access such Personal Information to enable Company to perform its obligations under the Agreement and this Addendum and is bound in writing by confidentiality obligations sufficient to protect the Personal Information in accordance with the terms and conditions of this Addendum.
- 3.6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall in relation to the Personal Information implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk consistent with requirements under Data Protection Laws. In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Security Breach.
- 3.7. Company agrees to mitigate any harmful effect and to report without undue delay, in writing to the Customer any Security Breach of which it becomes aware. Company will provide reasonable assistance to the Customer to enable it to fulfil any reporting obligations that it may have under Data Protection Law.
- 3.8. Company will advise the Customer, as part of the report under Section 3.7, providing an adequate level of detail, to the extent reasonably available at the time: a report detailing:
- A. the circumstance and nature of the Security Breach; this can include the identity and number of Authorized Users affected, the categories and types of Personal Information affected, the likely consequences of the Security Breach and the risks to affected Authorized User;
 - B. any mitigating actions taken; and
 - C. any remedial steps implemented by Company to ensure that the Security Breach does not reoccur.
- 3.9. In the event of suspicious activity on an Authorized User's account, Company shall be entitled to reset an Authorized User's password and notify the Authorized User of such reset. An example of the aforementioned would be, including but not limited to a credential stuffing attack which arises through no fault of the Company. Company shall advise the Customer in writing within a reasonable time period after notifying the Authorized User.
- 3.10. Company agrees to ensure any agent, including a subcontractor, to whom it provides Personal Information received from, or created or received by Company on behalf of the Customer (each a "**Subprocessor**") agrees to the terms at least as restrictive as those that apply through this Addendum to Company with respect to such information. The list of Subprocessors applicable as of the Effective Date is set out in Annex 2 (Subprocessors) to this Addendum. Customer authorizes Company to subcontract its obligations to process Personal Information to any Subprocessor listed therein, as it may be updated from time to time. Company may provide future written notification of a new Subprocessor via a link to a list of subcontractors or by way of written notification, where required in terms of Data Protection Law. Company shall exercise appropriate due diligence when selecting the Subprocessor and verify, prior to engaging the Subprocessor, that such Subprocessor is capable of complying with similar privacy and security obligations of Company towards Customer, to the extent applicable to the services assigned to that Subprocessor.
- 3.11. Company and its Subprocessors shall only request, use and disclose the minimum amount of Personal Information necessary to accomplish the purpose of the request, Use or Disclosure.
- 3.12. Where required in terms of Data Protection Laws, Company agrees to restrict the Processing of Personal Information, at the request of the Customer, in a prompt and reasonable manner.
- 3.13. Company agrees not to Sell any of the Authorized User's Personal Information.
- 3.14. If an Authorized User makes a written request to Company purporting to exercise their rights under applicable Data Protection Law in relation to their Personal Information, Company shall forward the request to Customer without undue delay and Customer agrees to address the request in accordance with applicable Data Protection Law. On Customer's written request, Company will provide Customer with reasonable assistance (at Customer's

expense if doing so would require Company to assign significant resources to such effort) to assist Customer in complying with its obligations with respect to the request under applicable Data Protection Law.

- 3.15. Upon the reasonable request of the Customer, to the extent required under Data Protection Laws, make available to the Customer all information in its possession necessary to demonstrate Company's compliance with the data protection obligations placed on it under this Addendum and Data Protection Laws.
- 3.16. Company shall cooperate with, reasonable assessments by the Customer or the Customer's designated assessor, which has signed the required confidentiality provisions; alternatively, Company may arrange for a qualified and independent assessor to conduct an assessment of Company's policies and technical and organizational measures in support of the obligations contained in this Addendum. Unless required by law or as a result of a Security Breach, such assessment shall be limited to one per year. Company shall make a copy of such assessment available to the Customer on written request.
- 3.17. Company shall not combine any Personal Information received or obtained in connection with performing the Services under the Agreement with Personal Information which it may otherwise receive, obtain, or collect from or on behalf of a third party or collects from its own interactions with an Authorized User, provided that Company may combine Personal Information to perform any business purpose as defined in Data Protection Laws.
- 3.18. Company shall notify the Customer in writing if it is no longer able to meet the obligations under this Addendum or applicable Data Protection Laws.
- 3.19. Company shall on request provide to the Customer a copy of the then current privacy notice that will be made available to the Authorized User when engaging with the Rewards Platform.

4. PERMITTED OR REQUIRED USES OF PERSONAL INFORMATION BY COMPANY

4.1. General Use and Disclosure.

- A. Company may Process Personal Information for the Purpose, as set out in this Addendum, for the proper management and administration of Company or to carry out its legal responsibilities.
- B. Except as otherwise limited by Data Protection Law, Company may create Aggregate Authorized User Information or De-identify or Anonymize Personal Information which shall result in such information no longer being Personal Information and can be used for purposes relating to research, product development or other purposes.
- C. Company may use Personal Information to report violations of law to appropriate governmental authorities, consistent with applicable Law, provided that, to the extent permitted by applicable Law, Company will give Customer written notice of any such violation prior to reporting the violation.
- D. Nothing in this Addendum and the Agreement will prevent Company from using the Authorized User's Personal Information or data derived from such information for internal use to build or improve the quality of Company's services, products or technology, subject to any limitations under applicable Data Protection Laws.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer will act as a business, controller or equivalent as defined under Data Protection Law and will comply with its obligations as set out therein.
- 5.2. The Customer shall notify Company of any restriction to the Processing of Personal Information that the Customer has agreed to or must comply with in accordance with Data Protection Law. The Customer acknowledges that any such restriction may prevent the Company from providing the Services to the Customer.

- 5.3. Where the Authorized User submits Personal Information directly to Company, in order for Company to provide the Services, the Customer hereby instructs Company to collect such information on behalf of the Customer.
- 5.4. The Customer warrants that it has all the necessary rights to provide the Personal Information to Company or for the Personal Information to be provided to Company, by the Customer or an Authorized User, for the Processing to be performed in relation to the Services, and that, where required by Data Protection Laws, one or more lawful bases supports the lawfulness of the Processing.
- 5.5. Customer represents, warrants and agrees that: (i) all Personal Information provided by Customer to the Company, or submitted directly by an Authorized User to the Company, has been collected, processed and transferred to Company in accordance with all applicable Data Protection Laws; and (ii) Customer's instructions and requests relating to Company's Processing of Personal Information will not cause Company to violate any applicable Data Protection Laws. Without limiting the generality of the foregoing, Customer agrees that it has provided all necessary notices and obtained all necessary consents from Authorized Users, as required under applicable Data Protection Laws before providing their Personal Information to Company. Customer shall defend, indemnify and hold harmless Company and its affiliates, and all of its and their officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any and all claims, liabilities, suits, demands, damages, losses, judgments, fines, penalties, interest, costs and expenses (including reasonable attorneys' fees and professional and court costs) arising from or relating to any breach of this section by Customer, or any act or omission of Customer, or its employees or contractors, in activities arising from or relating to Personal Information provided by Customer to the Company, or submitted directly by an Authorized User to the Company. Without prejudice to any other rights or remedies to which Company may be entitled, Company reserves the right to terminate all Services where Company reasonably believes that Customer has contravened or will contravene this section.

6. DATA TRANSFERS

- 6.1. Company primarily hosts Personal Information on servers located in North America, Europe and Asia, but may also utilize servers located in other regions from time to time for load balancing and other purposes. In addition, support services will be provided from the USA, Europe, Canada, South Africa and any other jurisdiction required in order to provide the services. When the Company transfers Personal Information, such transfers will be in compliance with Data Protection Laws. The Parties agree to enter into any additional agreements which may be required by Data Protection Law to allow for the Personal Information transfers required for the Purpose.
- 6.2. Where an Authorized User is based in the European Union, the Parties hereby incorporate by reference module 2 of the EU Standard Contractual Clauses. It follows that by signing the Addendum the Parties have deemed to have accepted and signed such clauses (including the annexes thereto). Such clauses shall only apply in instances where the Data Protection Laws require such clauses to be in place. The competent supervisory authority will be the Dutch Supervisory Authority, and the applicable laws and jurisdiction will be the Netherlands. Annex 1, Annex 2, Section 3.6 and Section 3.10 of this Addendum shall be read with the abovementioned Standard Contractual Clauses.
- 6.3. Where an Authorized User is based in the United Kingdom (UK), module 2 of the UK Standard Contractual Clauses are incorporated herein and will apply; provided, that the competent supervisory authority will be the Information Commissioner's Office, the governing law will be the laws of England and Wales, references to members states will refer to the UK, Members in the United Kingdom will be entitled to exercise and enforce their rights under the UK Standard Contractual Clauses in the UK. For purposes of Part I of the International Data Transfer Addendum, the terms of this Addendum, including the roles of the parties set out in Annex 1 and the technical measures set out in Section 3.6, shall apply. For purposes of Part 2 of the International Data Transfer Addendum, the EU Standard Contractual Clauses shall apply.
- 6.4. In the event of any conflict or inconsistency among the documents incorporated by reference in this Section 6, the order of precedence will be: (1) the applicable Standard Contractual Clauses (provided however, the Company may appoint Subprocessors as set out, and subject to the requirements of, Section 3.10 of this Addendum) or a similar mechanism required by applicable Data Protection Laws specifically for international data transfers; (2) this

Addendum; and (3) the Agreement.

7. TERMINATION

7.1. Deletion of Personal Information. Company will delete Customer's Personal Information from its systems within 90 days of termination of the Agreement, unless applicable Laws and regulations require further storage or processing of Customer's Personal Information. Company shall extend the protections of this Addendum to any Personal Information that it retains post termination. Deletion will include to De-identify or Anonymize the Personal Information. If it is not reasonably possible to delete the Personal Information because, for example, it has been archived, Company will securely store the Personal Information and isolate it from further processing until deletion is possible. Deletion will include to De-identify or Anonymize the Personal Information.

8. MISCELLANEOUS PROVISIONS

- 8.1. Updates.** Company may update the terms of this Addendum, including where necessary to: (i) comply with updates to applicable Data Protection Law; (ii) reflect changes resulting from a merger, acquisition, or other similar transaction; or (iii) address Company's release of new products or services or material changes to any existing services. Company will provide you with prior notice of such updates as required by applicable laws and regulations.
- 8.2. Survival.** The respective rights and obligations of Company under Section 4.1 and Section 7.1 of this Addendum shall survive the termination of this Addendum and the Agreement.
- 8.3. Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Company to comply with Data Protection Law.

Annex 1 to Addendum

Details of Personal Information and Processing

This Annex forms part of and is incorporated into the Addendum to which it is attached.

1. Terms applicable where the Standard Contractual Clauses apply

1.1 Data exporter(s):

Name: The Customer

Address: The Customer's address set forth in the Agreement.

Role (controller/processor): controller

1.2 Data importer(s):

Name: The Company

Address: The Company's address set forth in the Agreement.

Role (controller/processor): processor

1.3 Sub-processor transfers

The Subprocessor will Process Personal Information as necessary to perform the Services pursuant to the Agreement. The Sub-processor will Process Personal Information for the duration of the Agreement, unless otherwise agreed in writing. Identities of the Sub-processors used for the provision of the Services are set out in Annex 2.

2. Terms applicable whether or not the Standard Contractual Clauses apply

2.1 Activities, Nature and Purpose of Processing

See definition of "Purpose", in clause 1.6 of the Addendum. The nature and activities of the Processing of the Personal Data by the Company are described in detail in the Agreement.

2.2 Categories of Data Subjects

Company's Processing concerns the following categories of Data Subjects (please specify):

- Authorized Users

2.3 Types of Personal Data

Company's Processing, on the instructions of the Customer, includes the following categories of Personal Information:

- first name
- last name
- e-mail address
- mobile number
- unique identifier
- driving performance score for an Authorized User determined in connection with the Customer's use of the Geotab telematics solution
- technical information such as log data, IP address, device type and operating system
- information about how the Authorized User engages with the Rewards Platform
- details of rewards the member has earned in connection with their use of the Application and the Rewards Platform
- additional Personal Information Customer or an Authorized User may provide when it engages with the Application or the Rewards Platform.

2.4 Special categories of Personal Information (if appropriate)

Company's Processing concerns the following special categories of Personal Information (please specify):

- Typically none, but this is under the control of the Customer and Authorized Users.

2.5 Frequency of any data transfers

- Continuous for Service provision.

Annex 2 to Addendum

Subprocessors

1. Absorb
2. Atlassian
3. AWS
4. DBeaver
5. Discovery Central Services (Pty) Ltd
6. Discovery Health (Pty) Ltd
7. Discovery Limited
8. Discovery Telematics Services
9. Firebase and Crashlytics
10. Geotab Inc
11. GetFeedback
12. Google
13. Gurtam UAB
14. Jira
15. Lojack Italia SRL
16. Nice InContact
17. Qualtrics
18. RingCentral
19. Salesforce
20. Stripe
21. Super Charge
22. Twillio
23. Vitality Group International, Inc