

Geotab End User Agreement

IMPORTANT! BY DOWNLOADING, USING, OR ACCESSING ANY OF OUR DEVICES, SOFTWARE, SERVICES AND OTHER PRODUCTS, INCLUDING UPDATES AND UPGRADES THEREOF (COLLECTIVELY "PRODUCTS"), YOU CONCLUDE A LEGALLY BINDING AGREEMENT BASED ON THE TERMS OF THIS GEOTAB END USER AGREEMENT ("AGREEMENT") WITH GEOTAB INC. ("GEOTAB" OR "WE") ON BEHALF OF YOURSELF, UNLESS YOU ARE ACTING AND AUTHORIZED TO ACT FOR A COMPANY OR OTHER ORGANIZATION IN WHICH CASE THE AGREEMENT IS WITH SUCH ORGANIZATION AND ANY REFERENCES TO "YOU" HEREIN MEANS SUCH ORGANIZATION. IF YOU DO NOT WISH TO AGREE, DO NOT INSTALL, USE, ACCESS OR RETAIN ANY OF OUR PRODUCTS AND RETURN ANY PRODUCTS YOU HAVE PURCHASED TO THE SELLER FROM WHICH YOU PURCHASED SUCH PRODUCTS FOR A FULL REFUND OF THE PURCHASE PRICE.

1. **LICENSE.** We grant you a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, "software") embodied in Products solely for your own internal business purposes and solely in connection with your use of our in-vehicle telematics devices, on the condition and so long as you comply with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicenseable. You may not extract, copy or use the software in connection with any other Product or for use on any other device.
2. **PRODUCTS OWNERSHIP.** The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to you hereunder, except for the rights expressly granted to you under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any marks, labels and legends from Products.
3. **PROTECTIVE MEASURES.** Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures.
4. **UPDATES AND PATCHES.** We shall continuously improve our Products and may, from time to time, cause software updates to be automatically installed with or without prior notification to you or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.
5. **RESTRICTIONS.** To the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.
6. **COMPLIANCE.** You shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries which are listed on Canada's Area Control List, including (as of the date of this Agreement), Belarus and North Korea.

7. **SECURITY.** You are solely responsible for your failure to keep all user identifications and passwords (your "Login Credentials") secure. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorized use, you will promptly notify us. We will be entitled to treat all communications, instructions and transactions as authorized by you if your Login Credentials are used unless you have notified us of compromise or unauthorized use of your Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on your account, we reserve the right to terminate or suspend your access to our website or any applicable services or both and will use reasonable efforts to contact you.

8. **CONFIDENTIALITY AND DATA TRANSFER.** We will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control, and make these measures and policies available to you on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using our Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements.

9. **YOUR VEHICLE DATA.** We claim no ownership of any vehicle data generated by and associated with our devices installed in your particular vehicle(s) ("Individual Vehicle Data") that is transmitted or processed using our Products, provided however that you hereby instruct us and grant to us the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us, including the provision, administration, troubleshooting and improvement of our Products or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in your vehicle database (such as vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information.

10. **AGGREGATED DATA.** You acknowledge that Geotab compiles, stores and uses aggregated data and system usage information to monitor and improve the Products and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Geotab will not attempt to disaggregate the data or re-associate it with a device without your consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes.

11. **FEEDBACK.** You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to us (whether directly or through a reseller including in the course of utilizing support, maintenance or other services) may be used by us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.

12. **OUR LIMITED PRODUCT WARRANTY.** We warrant that during the Warranty Period each Product (excluding beta, test or demonstration products or product versions) will perform in accordance with the written specifications that we issue with respect to such Product, subject to the limitations and conditions set forth in our specifications and this Agreement, when used in accordance with our documentation and specifications. "Warranty Period" means either: (a) the one year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at your expense to the reseller from whom you purchased the devices or as otherwise specified by us), prior to the expiration of the Warranty Period, we will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a service fee if we

determine that your warranty claim was not justified. The remaining Warranty Period for any purchased Products we repair or replace under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.

13. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted within 10 days of the date when you did notice or could reasonably have noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and we are not responsible for malfunctions by or in such products, services or items. You need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. You are responsible for ensuring that all such third party products, software, data or services meet our minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

14. **INSTALLATION WARNING.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to your vehicles. If you are uncertain that you have the requisite skills and understanding to install our Products, you must consult with an authorized Geotab reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to your vehicle. Installation or servicing may also require modifications to your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install our Products without adequate knowledge of our Products, proper installation, configuration, servicing, repair or removal procedures, for your vehicle, may result in damage to the Product or your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized Geotab reseller or installer will be at your sole risk. You hereby release and forever discharge, and will indemnify and hold harmless, us, our 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 you or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, same.

15. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE CANNOT AND DO NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET YOUR BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, WITHOUT LIMITING THE GENERALITY OF SECTION 13 (CONDITIONS AND EXCLUSIONS) WE DO NOT ENDORSE, AND MAKE NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUME NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO

WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

16. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

(a) We will, at our sole cost and expense, defend and indemnify or, at our option, settle, any claim, assertion or action brought against you or your affiliates, successors or assigns to the extent that it is based on a claim (an "Infringement Claim") that any of our Products which we have supplied to you directly or through an authorized reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of your affiliates) and indemnify you against damages awarded against you 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 you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; and (ii) permit us to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us to do so. We shall not be liable to reimburse you for any compromise or settlement made by you without our prior written consent, or for any legal fees or expenses incurred by you in connection with such claim.

(b) Should any of our Products or any part thereof become, or in our sole opinion are likely to become, the subject of an Infringement Claim, we may, at our option and expense: (i) procure, at no cost to you, the right to continue to use such Products which are the subject of the Infringement Claim; (ii) replace or modify the Products or infringing part thereof with non-infringing equivalents, at no cost to you; or (iii) if none of the foregoing alternatives are reasonably practical in our sole judgement, we may: (A) in the case of software or services, terminate such services or the licenses for such software and refund or issue a credit for any prepaid but unused fees for such software or services, if any; and/or (B) in the case of our devices, require you to return such devices and refund or issue a credit for the purchase price paid by you to us for the devices returned, depreciated on a straight-line basis over a 36 month period from the date of purchase.

(c) We have no obligation or liability whatsoever in respect of any Infringement Claim that is based on any of the following (collectively, the "Excluded Claims"): (i) in the case of any software, the use of other than the latest release and version of such software; (ii) the use of any Products in breach of this Agreement; (iii) non-Geotab products, software, data or services, (iv) the use, association or combination of any of our Products with, or the incorporation or integration into our Products of, any non-Geotab product, software, service, data, information or other material (including your own) that is not supplied by us or expressly identified by us in our written specifications or documentation as being required for the use and operation of our Products; (v) the use or operation of any of our Products, in any manner or for any purpose other than as expressly specified in our documentation for same; (vi) any modification, alteration, change, enhancement, customization or derivative work of the Products made by anyone other than us or our agents; (vii) changes we make to Products to comply with your instructions or specifications; (viii) any use of data in accordance with this Agreement that is collected through the operation of or generated by our Products; (ix) for insurance purposes, the use of the Products in association with driving, driver or vehicle activity or performance; or (x) any reselling or distribution of our Products. This Section states our entire liability and your sole and exclusive remedies with respect to any Infringement Claim.

17. INDEMNIFICATION. UNLESS PROHIBITED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS GEOTAB, ITS AGENTS, SUPPLIERS, LICENSORS, SERVICE PROVIDERS, DISTRIBUTORS, SUB-DISTRIBUTORS, CONTRACTORS, SUCCESSORS OR ASSIGNS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, LOSSES AND EXPENSES (INCLUDING REASONABLE LEGAL COSTS AND FEES) ARISING FROM OR RELATED TO ANY CLAIM, DEMAND, COMPLAINT OR ACTION BY A THIRD PARTY ARISING OUT OF OR INCIDENT TO: (A) YOUR ACTIONS OR FAILURE TO ACT UNDER OR RELATED TO THIS AGREEMENT; OR (B) YOUR BREACH OF ANY THIRD PARTY TERMS INCORPORATED HEREIN BY REFERENCE.

18. LIMITATIONS OF LIABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED

BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO YOU HEREUNDER OR OTHERWISE IN RESPECT OF THE PRODUCTS EXCEED THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS OR SERVICES OR THE RIGHTS TO USE THE SOFTWARE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, SUBJECT TO ANY LESSER LIMITATION OF LIABILITY IN ANY TERMS INCORPORATED HEREIN BY REFERENCE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TERMS) IF APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

19. APPLICABILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

20. TERMINATION. We reserve the right to terminate this Agreement in whole or in part with or without notice if: (a) you materially breach or otherwise materially fail to comply with any provision of this Agreement; (b) we determine that any registration information you submit or any update thereof is not true, accurate, complete or current; (c) you become insolvent or bankrupt; (d) you reorganize your business, make an assignment under or otherwise take advantage as a debtor of, bankruptcy or insolvency laws, including having a trustee or receiver appointed; (e) any steps are taken to wind up or otherwise terminate your existence as a legal entity; or (f) you cease operating your business. You may terminate the grant of rights to use the software or the provision of services by ceasing use of same. Upon any termination of this Agreement: (i) any and all rights granted to you under this Agreement shall immediately cease; (ii) you shall destroy, to the extent practicable, all copies of the software in your possession or control; (iii) if so requested by us, you shall certify in writing that all such copies of the software in your possession or control have been destroyed; and (iv) you shall cease all usage of the services. We have no obligation to safeguard or transmit to you any data that you may have stored through the use of the services. It is your sole responsibility to retrieve any such data.

21. ASSIGNMENT. This Agreement and any rights granted to you under this Agreement may not be transferred or assigned by you, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that you may assign this Agreement in its entirety to a purchaser of all or substantially all of your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent and upon written notice to us. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. This Agreement may be assigned or novated by us in our sole discretion by way of written notice to you.

22. CHOICE OF LAW. If your headquarters are located in: (a) the United States of America, then this Agreement will be governed by and construed under the laws of the State of New York without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the courts of the State of New York and the U.S. federal courts located in the City of New York for any claim related to this Agreement or the

Products and agrees not to bring any action, claim, suit or proceeding against the other party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts; or (b) anywhere else in the world, then this Agreement will be governed by and construed under the laws of the Province of Ontario without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the provincial and federal courts of the Province of Ontario for any claim related to this Agreement or the Products and agrees not to bring any action, claim, suit or proceeding against the other party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts.

23. **RELATED THIRD PARTY PROVIDER TERMS.** Our related third party providers require us to obtain your agreement to certain terms and conditions prescribed by them. The Wireless Provider Terms are set out at the following [link](#) and the Other Provider Terms (including cloud storage, mapping and posted road speed provider terms) are set out at the following [link](#). These third party terms are hereby incorporated by reference into and form part of this Agreement and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect your rights and obligations. Geotab accepts no responsibility or liability for the services of such providers. By signifying your agreement to this Geotab End User Agreement you are also signifying your agreement to these third party terms.

24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and exclusive agreement between you and us with respect to the subject matter of this Agreement and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us, oral or written other than as expressly set forth in this Agreement and any terms expressly incorporated herein by reference. The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

25. **SEVERABILITY.** To the extent that any provision of this Agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

26. **AMENDMENTS AND WAIVERS.** You agree that we may change the terms of this Agreement from time to time by notifying you via our website, email or other means. You agree to accept, and you hereby accept, any changes in Third Party Terms and other terms of this Agreement, unless the changes impose commercially unreasonable disadvantages on you. If a change imposes commercially unreasonable disadvantages on you and we receive a written objection from you within 30 days of the date when you received notice or you should have noticed the change, we may, at our sole option and discretion, (a) reverse such change with the effect that the immediately prior version of this Agreement shall continue to apply to you, or (b) terminate this Agreement and your use of the Products and refund to you, upon receipt of all devices, documentation and deliverables, in good working condition, subject to ordinary wear and tear, in your possession (aa) the purchase price for any devices and software, depreciated on a 36 months straight line basis, accounting for your use, and (bb) any prepaid services fees for time periods after the effective date of the change to which you objected in accordance with this Agreement. No modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

