

**Last Revised: December 17, 2025**

## **MAIN SOFTWARE SUBSCRIPTION, PROFESSIONAL SERVICES AND HARDWARE PURCHASE AGREEMENT**

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

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

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

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

This Agreement was last updated on December 17, 2025. The “**Effective Date**” of this Agreement is the date on which Customer first indicates its assent to the terms of this Agreement in one of the ways provided above.

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. Definitions.** The Agreement includes and incorporates the attached Schedule 1 (Definitions).
- 1.2. Interpretations.** Section headings in this Agreement are included herein for convenience of reference only and will not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, will not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.
- 1.3. Currency.** All currency or dollar references will be as specified in the associated Order Form.
- 1.4. Conflict of Terms.** In the event of a conflict or any inconsistency between, or ambiguity with respect to following documents, the following documents will apply and prevail in the following successive order of priority to the extent of such conflict, inconsistency, or ambiguity: (a) this Agreement; (b) the Additional Terms of Service; (c) the Documentation; and (d) Order Forms.
- 1.5. Geotab Terms Prevail.** The terms of this Agreement, together with any other documents or terms and conditions incorporated herein by reference and all related Schedules, including but not limited to the Additional Terms of Service, the Documentation and the Order Form(s), prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer’s general terms and conditions contained in any purchase order or other document issued by Customer. In the event of any conflict between the terms of this Agreement and any other document or terms and conditions incorporated herein by reference and the terms of any purchase order or any other document issued by

Customer, the terms of this Agreement and any other document or terms and conditions incorporated herein by reference will prevail.

## 2. GEOTAB RESPONSIBILITIES

- 2.1. **Provision of Products and Content.** During a Subscription Term, Geotab and/or its licensors will (a) make Products and Content available to Customer pursuant to this Agreement, and the applicable Order Form(s) and Documentation, (b) provide applicable Geotab and/or its licensors standard support for Products to Customer at no additional charge, (c) use commercially reasonable efforts to make Products available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Geotab will give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Geotab's reasonable control, including, for example, Force Majeure Events, issues related to Third Party Applications, or denial of service attacks, and (d) provide Products in accordance with Laws and government regulations applicable to Geotab's provision of its Products to its customers generally (i.e., without regard for Customer's particular use of Products), and subject to Customer's use of Products in accordance with this Agreement, the Additional Terms of Service, the Documentation and the applicable Order Form(s).
- 2.2. **Protection of Customer Data.** Geotab and/or its licensors will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation and the Additional Terms of Service. Those safeguards will include, but will not be limited to, reasonable measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).
- 2.3. **Retention of Customer Data.** Subject to any applicable Law, Geotab and/or its licensors will retain Customer Data as described in the Documentation and the Additional Terms of Service.
- 2.4. **Standard of Performance.** Geotab will use commercially reasonable efforts to perform any Professional Services specified in an Order Form.

## 3. PROPRIETARY RIGHTS AND LICENSES

- 3.1. **License by Geotab.** Subject to the terms and conditions of this Agreement, Geotab hereby grants to Customer a non-exclusive, non-transferable (except in accordance with Section 18.9 – Assignment below), limited, royalty-free license, without right to sub-license, for the Subscription Term, solely to access and use, and to permit its Users to access and use, Products, in accordance with Documentation, solely for Customer's operations in its ordinary course of business.
- 3.2. **Geotab's Intellectual Property and Ownership Rights.** As between Customer and Geotab, Geotab and Geotab's licensors retain and own all right, title and interest and all Intellectual Property Rights in and to Products, Geotab's Confidential Information, Content, Documentation, and all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of Geotab or by Customer and its Users, including any application programming interface created or developed by or on behalf of Geotab between a Product and a Third Party Application (collectively, "**Geotab Intellectual Property**"). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the Geotab Intellectual Property. To the extent any interest of any kind whatsoever in the Geotab Intellectual Property becomes vested in Customer, Customer hereby assigns, and further automatically assigns upon creation, any and all such interests in or to the Geotab Intellectual Property to Geotab, and agrees that it shall execute any documents Geotab requires in its sole and absolute discretion to give full effect to this Section. The Customer shall waive or procure a waiver of any moral rights subsisting in any Geotab Intellectual Property to which any individual is or may be entitled to under any applicable law.
- 3.3. **Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Form(s), this Agreement and the Documentation.
- 3.4. **License by Customer to Geotab.** Customer grants Geotab, its Affiliates, Geotab's licensors and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Third Party Applications and program code created by or for Customer using a Product or for use by Customer

with Products, and Customer Data, each as appropriate for Geotab and/or its licensors to provide and ensure proper operation of, Products and associated systems in accordance with this Agreement (the “**Customer License**”). Customer hereby represents and warrants to Geotab that it is entitled to grant to Geotab the Customer License under the terms of all applicable agreements. If Customer chooses to use a Third Party Application with a Product, Customer grants Geotab permission to allow the Third Party Application and its provider to access Customer Data and information about Customer's usage of the Third Party Application as appropriate for the interoperation of that Third Party Application with Products. Subject to the limited licenses granted herein, Geotab acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Third Party Application or such program code.

- 3.5. Customer License to Use Feedback.** Customer grants to Geotab, its Affiliates, its licensors and applicable contractors a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Geotab, its Affiliates' and/or its licensors Products.
- 3.6. Aggregated Data.** Geotab and/or its licensors compile, store and use aggregate data, system usage information and elements of Customer Hardware Data to monitor and improve Products and for the creation of new products which is not Personal Information and from which it is not reasonably possible to identify Customers or individuals (“**Aggregated Data**”). The Aggregated Data that Geotab uses in this manner is not Customer Hardware Data itself. Geotab and/or its licensors have ownership of Aggregated Data and will not attempt to disaggregate the Aggregated Data or re-associate it with a specific vehicle or driver without Customer's consent, unless legally compelled to do so or unless required for safety or troubleshooting purposes. For the sake of clarity, Aggregated Data is not Confidential Information of Customer.
- 3.7. Equitable Relief.** Each of Customer and Geotab acknowledges that monetary damages will be an inadequate remedy if the other violates the terms of this Agreement pertaining to protection of a party's Intellectual Property Rights, or Confidential Information. Accordingly, each party has the right, in addition to any other rights each of them may have, to seek in any court of competent jurisdiction, temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in this Agreement.

#### **4. THIRD PARTY PRODUCTS AND SERVICES**

- 4.1. Third Party Products and Services.** Geotab or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Third Party Hardware or Third Party Applications and implementation and other consulting services (collectively, “**Third Party Products and Services**”).

**4.1.1. Applicable Third Party Terms.** If Customer purchases any such Third Party Products and Services from Geotab, through a Marketplace or otherwise, the purchase and use of such Third Party Products and Services will be in accordance with any required terms and conditions that may be required by the third party provider. For purposes of this Agreement only, Third Party Products and Services shall be considered Products and/or Services solely for payment related terms.

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

- 4.2. Integration with Third Party Products and Services.** Products may contain features designed to interoperate with Third Party Products and Services. Geotab does not guarantee the continued availability of such Product features and may cease providing them without entitling Customer to any refund, credit,

or other compensation if the provider of a Third Party Product or Service ceases to make the Third Party Product or Service available for interoperation with the corresponding Product features in a manner acceptable to Geotab.

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

**4.2.2. Access Permissions.** If Customer enables a Third Party Product or Service for use with the Products, then Customer hereby grants Geotab permission to allow the Third Party Products and Services provider to access Customer Data to enable interoperability between the Third Party Product or Service and the applicable Product. Geotab is not responsible for any disclosure, modification or deletion of Customer Data that results from or arises out of access by any Third Party Products and Services or its provider to the applicable Product.

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

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

## 5. TRIAL SERVICES

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

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

**5.3. Trial Services Data.** ANY CUSTOMER DATA AND ANY CUSTOMIZATIONS MADE TO PRODUCTS BY OR FOR CUSTOMER PURSUANT TO PAID TRIAL SERVICES DURING THE TRIAL SERVICES TERM WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION PLAN TO THE SAME PRODUCTS AS THOSE COVERED BY THE PAID TRIAL SERVICES, APPLICABLE UPGRADED PRODUCTS, OR EXPORTS SUCH CUSTOMER DATA, BEFORE THE END OF THE TRIAL SERVICES TERM. CUSTOMER IS SOLELY RESPONSIBLE FOR EXPORTING CUSTOMER DATA FROM FREE TRIAL SERVICES PRIOR TO TERMINATION OF CUSTOMER'S ACCESS TO SUCH FREE TRIAL SERVICES FOR ANY REASON, PROVIDED THAT IF GEOTAB TERMINATES CUSTOMER'S ACCOUNT, EXCEPT AS REQUIRED BY LAW GEOTAB WILL PROVIDE CUSTOMER A REASONABLE OPPORTUNITY TO RETRIEVE ITS CUSTOMER DATA. NOTWITHSTANDING SECTION 12 – REPRESENTATION, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMER, SECTION 13 – INDEMNIFICATIONS AND SECTION 14 – LIMITATIONS AND EXCLUSIONS OF LIABILITY BELOW, DURING THE TRIAL SERVICES TERM THE TRIAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND GEOTAB WILL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY

OF ANY TYPE WITH RESPECT TO TRIAL SERVICES FOR THE TRIAL SERVICES TERM UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE GEOTAB'S LIABILITY WITH RESPECT TO TRIAL SERVICES PROVIDED DURING THE TRIAL SERVICES TERM, TO THE EXTENT PERMITTED BY LAW, WILL NOT EXCEED THE GREATER OF: (A) \$1,000.00 AUD; OR (B) THE AMOUNT RECEIVED BY GEOTAB FOR THE TRIAL SERVICES. WITHOUT LIMITING THE FOREGOING, GEOTAB AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (I) CUSTOMER'S USE OF TRIAL SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (II) CUSTOMER'S USE OF TRIAL SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (III) USAGE DATA PROVIDED DURING THE TRIAL SERVICES TERM WILL BE ACCURATE.

## **6. HARDWARE; SHIPMENT; INSTALLATION**

### **6.1. Title of Hardware Devices.**

**6.1.1. Title to Hardware Devices under Bundled Subscription Plan.** If Customer receives Hardware Device(s) under a Bundled Subscription Plan, title to the Hardware Devices will remain at all times with Geotab until Geotab receives full payment for the first twelve (12) months of the then-current Subscription Term under the applicable Order Form then in effect. Customer will not encumber or otherwise permit any claims or liens to be levied against the Hardware Devices. Customer will not take or permit any action inconsistent with Geotab's ownership or allow any third party to modify, service or repair the Hardware Devices without Geotab's prior written consent. Title to the applicable Hardware Device(s) will transfer to Customer once Geotab receives full payment for the first twelve (12) months of the then-current Subscription Term under the applicable Order Form then in effect.

**6.1.2. Title to Hardware Devices for Purchased Hardware Devices.** If Customer purchases Hardware Device(s), title to the Hardware Devices will remain at all times with Geotab and only transfer to Customer once Geotab receives full payment for the Hardware Devices.

**6.1.3. Title to Third Party Hardware.** Third Party Hardware is owned by Customer and Customer is responsible for its maintenance.

**6.2. Shipment and Risk of Loss of Hardware.** Geotab will select the method of carriage for Hardware and all reasonable costs of shipping and handling will be borne by Customer. Unless otherwise stated in an Order Form, Geotab may deliver Hardware in one or more shipments. Delivery of Hardware will be made EXW (Ex Works) (Geotab warehouse), as defined by *Incoterms 2020*, except as otherwise specified in an Order Form. Geotab will use reasonable efforts to fulfil an Order Form within the applicable time indicated; however, Geotab will not be liable for any delays or any failure to fulfill an Order Form within the aforementioned time period in circumstances where the delay is beyond Geotab's control.

**6.3. Inspection of Hardware.** Customer shall inspect the conditions of the outer packaging of Hardware for evidence of damage and/or pilferage immediately upon receipt. Should there be evidence of tampering then Customer is to note this on the delivery receipt providing Geotab with written notice, specifying any damage, pilferage or defect. If no exceptions are noted within two (2) Business Days of delivery, Customer agrees that Customer is satisfied with and has accepted the Hardware as delivered. Any concealed damage or loss of product (not clearly evident at the time of delivery) must be communicated to Geotab in writing within two (2) Business Days after the delivery date. Nothing in this provision limits the Customer's rights under the Australian Consumer Law (including the consumer guarantee provisions) which cannot otherwise be amended.

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

Customer's failure to take delivery, Customer shall still be obligated to perform all of its obligations under this Agreement, including performing all financial obligations.

- 6.5. Installation of Hardware.** The Agreement includes and incorporates the attached Schedule 2 (Installation of Hardware).
- 6.6. Security Interest.** As collateral security for the payment of the purchase price of the Products and performance in full of all the obligations of Customer under this Agreement, Customer hereby pledges and grants to Geotab, a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under Products provided to Customer under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under applicable Law.

## **7. CUSTOMERS OBLIGATIONS**

- 7.1. Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with the relevant terms of this Agreement, the Additional Terms of Service, the Documentation and the Order Form(s), (b) be responsible for the accuracy, quality and legality of Customer Submitted Data, the means by which Customer acquired Customer Submitted Data, Customer's use of Customer Submitted Data with Products, and the interoperation of any Third Party Product or Service with which Customer uses Products or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Products and Content, and notify Geotab promptly of any such unauthorized access or use, (d) use Products and Content only in accordance with this Agreement, the Additional Terms of Service, the Documentation, the Order Form(s) and applicable Laws and government regulations, and (e) comply with terms of service of any Third Party Product or Service with which Customer uses Products or Content. Customer will not remove or alter any proprietary notice of any kind from any Hardware.
- 7.2. Order Acceptance and Cancellation.** Customer agrees that by signing and submitting an Order Form, such order is an offer to buy, under the terms of this Agreement, all Products and Professional Services listed in the Order Form. All Order Forms must be accepted by Geotab or Geotab will not be obligated to sell the Products and/or Professional Services to you. Acting reasonably, Geotab may choose not to accept an Order Form at its sole discretion, even after Geotab has sent Customer an order receipt confirmation email with the order number and details of the items ordered. Geotab's acceptance of any offer to purchase any Product and/or Professional Services by Customer is expressly limited to and conditional upon Customer's agreement to the terms of this Agreement.
- 7.3. Customer Accounts.** Customer will designate one or more of its employees to be the point of contact with Geotab for the management and support of Products, and who will be responsible for establishing and managing Customer's use of Products ("**Account**"), including the creation of authentication credentials to access Customer's Account. Customer is solely responsible for maintaining the status of its User base. Customer is responsible for all activities that occur under its Account. If Customer believes the security of its Account is compromised, or Customer suspects unauthorized use, Customer will promptly notify Geotab. If Geotab suspects, in Geotab's reasonable opinion, fraudulent or unauthorized activity on Customer's Account, Geotab reserves the right to terminate or suspend Customer and its Users' access to Geotab's website(s) and Products or any applicable services or both and will use reasonable efforts to contact Customer and to provide the Customer an opportunity to rectify such activity (where appropriate).
- 7.4. Customer Information Forms.** At Geotab's request, and subject to applicable Law, Customer will complete, or update existing, anti-money laundering, customer due diligence, beneficial ownership or similar Customer information forms or documents in a timely manner.
- 7.5. Customer Usage Restrictions.** Customer will not (a) make any Product or Content available to anyone other than Customer or Users, or use any Product or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Product or Content, or include any Product or Content in a service bureau or outsourcing offering, (c) use a Product or Third Party

Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Product or Third Party Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Product or third-party data contained therein, (f) attempt to gain unauthorized access to any Product or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Product or Content in a way that circumvents a contractual usage limit, or use any Product to access or use any of Geotab Intellectual Property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Product or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Product or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable Law, disassemble, reverse engineer, or decompile a Product or Content or access it to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of Products, (iii) copy any ideas, features, functions or graphics of Products, or (iv) determine whether Products are within the scope of any patent.

**7.6. Removal of Content and Third Party Applications.** If Customer receives notice that Content or a Third Party Application must be removed, modified and/or disabled to avoid violating applicable Law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in Geotab's reasonable opinion continued violation is likely to reoccur, Geotab may disable the applicable Content, Product and/or Third Party Application. If requested by Geotab, Customer will confirm such deletion and discontinuance of use in writing and Geotab will be authorized to provide a copy of such confirmation to any such third party claimant or Governmental Authority, as applicable. In addition, if Geotab is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable Law or third-party rights, Geotab may discontinue Customer's access to Content through Products.

**7.7. Customer Acknowledgements.** Customer acknowledges and agrees that (a) Customer Hardware Data collected while out of wireless network coverage or without calling connectivity may not be stored and retrieved by Customer until connectivity is restored with the Network Provider; (b) Customer Hardware Data is not collected or provided in real time and delays in receipt of data are normal; (c) the antennae on Hardware Devices should have an unobstructed view of the sky; (d) Hardware Devices may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; and (e) Hardware Devices will go into a "sleep" mode and Hardware Devices in sleep mode will not operate until the Equipment in which Hardware Devices are installed is subsequently powered on.

**7.8. Future Functionality.** Customer acknowledges and agrees that Customer's purchase of Products are not contingent on the delivery of any future functionality or features not available as at the time of the relevant Order Form, or dependent on any oral or written public comments made by Geotab regarding such future functionality or features.

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

## **8. THIRD PARTY PROVIDERS**

**8.1. Digital Maps.** Customer acknowledges and agrees that map data, satellite imagery and other information or content that may be included as part of Products are provided by Geotab or Geotab's third party provider(s), and additional terms and conditions may apply. Customer acknowledge and agrees that map

data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

- 8.2. **Hosting Services.** Customer acknowledges and agrees that the hosting of the Software, and the maintaining and storage of Customer Data, is provided by Geotab and/or its licensors, including their third party provider(s). As such, Customer acknowledges and agrees that additional terms and conditions may apply. Customer acknowledges and agrees that, notwithstanding any security precautions, use of or connection to the internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Software and Customer Data. Accordingly, subject to Section 11 – Compliance with Privacy Laws, Geotab cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over the internet.
- 8.3. **Service Plan.** Customer acknowledges and agrees that a Service Plan is required for Hardware Devices to operate correctly. If requested by Customer, Customer acknowledges and agrees that such Service Plan will be subject to the Additional Terms of Service.

## 9. FEES; PAYMENT FOR PRODUCTS

- 9.1. **Quotes.** Any written price quotation, either pursuant to an Order Form or any other form, will become void unless accepted by Customer, upon the later of: (a) thirty (30) days after the issuance of an Order Form; (b) the offer expiry date indicated in an applicable Order Form; or (c) revocation or rejection by Geotab.
- 9.2. **Subscription Plans.** Customer may not reduce the number of Subscription Plans purchased in an Order Form during the Subscription Term. Customer is not entitled to any refund of fees paid or relief from fees due if the number of Subscription Plans Customer actually uses is less than the number of Subscription Plans Customer ordered.
- 9.3. **Fees.** Customer will pay Geotab the fees for all Products and Professional Services as specified in the applicable Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Products and Professional Services purchased; and (b) payment obligations are noncancelable and fees paid are non-refundable (to the maximum extent permitted under applicable Law).
- 9.4. **Request for Subscription Plan Upgrades.**

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

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

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

**9.5. Request for Additional Products.**

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

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

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

**9.6. Credit Verification.** Geotab may perform credit verifications on Customer, as Geotab deems necessary, and Customer hereby authorizes Geotab to obtain information about Customer's credit history from credit reporting agencies and credit grantors. The delivery of Products purchased pursuant to an Order Form will be subject to Geotab's credit approval of Customer, in Geotab's sole and absolute discretion. Notwithstanding any other provisions herein, based upon Geotab's review of Customer's credit history, Geotab may, in Geotab's sole and absolute discretion, require Customer to prepay any amount of fees set forth on an Order Form for Products in advance of any delivery of Products which are subject to the Order Form.

**9.7. Automatic Payment Withdrawal Authorization and Credit Card Payments.** For Products with a monthly recurring fee, Customer shall (subject to the sole discretion of Geotab acting reasonably) either establish payment terms with Geotab or arrange for monthly automatic payments with Geotab. Geotab, in its sole and absolute discretion, may allow for payments to be made by credit card; however, where credit card payment is permitted, Geotab reserves the right to charge credit card processing fees. If Customer desires to pay by credit card, Customer will provide Geotab with a credit card authorization form. Customer agrees to provide Geotab with valid and updated credit card information from time to time. If Customer provides credit card information to Geotab, Customer authorizes Geotab to charge such credit card for all Products listed in the Order Form for Subscription Term.

**9.8. Invoicing.** Geotab invoices for Products and Professional Services in arrears, unless otherwise stated on an Order Form or Geotab exercises its rights under Section 9.6 – Credit Verification above. Geotab will invoice Customer for Products and Professional Services as follows:

- (a) **Hardware Invoices.** Invoices for Hardware purchased by Customer will be issued by Geotab on the shipment date for applicable Hardware.
- (b) **Subscription Plan Invoices.** Fees for Subscriptions Plans purchased by Customer will be effective beginning on the Subscription Start Date. Fees for Subscription Plans will be invoiced monthly and will be issued on the first day of the following month for the duration of the Subscription Term. If a Hardware Device is not associated with a Subscription Plan, Geotab will begin invoicing for the Subscription Plan on the Subscription Start Date.
- (c) **Professional Services Invoices.** Invoices for Professional Services purchased by Customer will be issued by Geotab upon the completion of applicable Professional Services or at times throughout the period that Professional Services are completed in accordance with an Order Form.
- (d) **Aggregated Invoices.** If possible, Geotab will combine the invoices in Section 9.8(a) to (c) above into one invoice for Customer.

- 9.9. Payment Terms.** Unless otherwise stated in the Order Form, invoiced fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Geotab and notifying Geotab of any changes to such information.
- 9.10. Overdue Charges; Void Cheques.** If Customer fails to make any payment when due, without limiting Geotab's other rights and remedies: (a) Geotab may charge interest on the past due amount at the rate of two percent (2%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Customer shall reimburse Geotab for all reasonable costs incurred by Geotab in collecting any late payments or interest, including lawyers' fees, court costs, and collection agency fees; and (c) if such failure continues for five (5) calendar days or more, Geotab may, with written notice, suspend and/or terminate Customer's access to any portion or all of the Products until such amounts are paid in full. Geotab may charge Customer a reasonable fee for any cheque or other form of payment returned due to insufficient funds.
- 9.11. Payment Disputes.** Geotab will not exercise its rights under Section 9.10 – Overdue Charges; Void Cheques above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 9.12. Taxes.** Customer will be responsible for any applicable Taxes payable with respect to its acquisition of Products and Professional Services, or otherwise arising out of or in connection with this Agreement, other than Taxes based upon Geotab's personal property ownership or net income. Unless expressly specified otherwise in any Order Form, all Fees, rates and estimates exclude Taxes.
- 9.13. Withholding.** If Customer is required to withhold Taxes imposed upon Geotab for any payment under this Agreement by virtue of any Governmental Authority in which any Products or Professional Services are delivered or obtained, then such payments will be made by Customer on behalf of Geotab by deducting them from the payment then due to Geotab and remitting such Taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted upwards appropriately so that Geotab actually receives the full amount of the fees set forth in the applicable Order Form. Customer will provide Geotab with official documentation or tax receipts on such withholdings supporting such Taxes and such payments as may be required by Geotab for its tax records as soon as reasonably possible following payment to the applicable tax authority, and in any event no later than when required by applicable Law.

## **10. CONFIDENTIALITY**

- 10.1. Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Geotab includes Products and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section also apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Geotab services.
- 10.2. Protection of Confidential Information.** Except as otherwise outlined in this Agreement, as between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing

Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Geotab may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Third Party Application provider to the extent necessary to perform Geotab's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

- 10.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by Law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 10.4. Return or Destruction of Confidential Information.** Upon request of the Disclosing Party, the Receiving Party will return the Disclosing Party's Confidential Information or, at the Disclosing Party's election, destroy the same and certify its destruction in writing of all Confidential Information in the Receiving Party's possession or control. Notwithstanding the foregoing, each Party is not required to return or destroy the other Party's Confidential Information to the extent that Party is required to retain it by applicable Law or audit requirement, internal policy or in order to enjoy the benefits of this Agreement.

## **11. COMPLIANCE WITH PRIVACY LAWS**

- 11.1. Compliance with Privacy Laws.** Each party must in respect of any Personal Information comply with: (a) the Privacy Act (including the Australian Privacy Principles set out in the Privacy Act) as if it were an entity bound by the Privacy Act and notwithstanding the application of any small business exception in the Privacy Act; and (b) any other applicable Privacy Laws.

## **12. REPRESENTATION, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

- 12.1. Mutual Representations.** Each party represents to the other that: (a) it has validly entered into this Agreement and has the legal power to do so; (b) execution and performance of this Agreement will not result in a breach of any terms or conditions of any instrument or agreement to which it is a party; and (c) neither it nor its Affiliates, nor any of its or their Users, officers or directors, are persons, entities or organizations with whom the other party is prohibited from dealing (including provision of software, products or services) by virtue of any applicable Law, regulation, or executive order, including all applicable export control Laws and regulations, all applicable anti-corruption Laws and regulations, all applicable Laws that prohibit money laundering and counter-terrorism financing, and names appearing on the Canada Special Economic Measures Act, the Canada Justice for victims of Corrupt Foreign Officials Act, the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the consolidated list of persons, groups and entities subject to sanctions administered by the United Kingdom (including the UK Sanctions List maintained by the Foreign, Commonwealth and Development Office and Office of Financial Sanctions Implementation), or the European Commission (or applicable equivalent lists maintained by Member States, including Ireland).
- 12.2. Limited Hardware Warranties.** The Agreement includes and incorporates Geotab's [Limited Warranty Statement](#), which is also available at <https://www.geotab.com/legal/> (and any successor or related locations designated by Geotab).
- 12.3. Disclaimers of Implied Warranties.** Geotab makes no representation or warranty in connection with Products or Professional Services, except as expressly warranted in this Agreement or the Additional

Terms of Service. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE ADDITIONAL TERMS OF SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING THE AUSTRALIAN CONSUMER LAW), NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING THE AUSTRALIAN CONSUMER LAW). CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY PRODUCTS WILL MEET CUSTOMER'S BUSINESS OR OTHER REQUIREMENTS; (B) PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT; OR (D) ANY ERRORS IN PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED.**

### **13. INDEMNIFICATIONS**

**13.1. Customer Indemnity.** Customer shall, at Customer's sole cost and expense, indemnify and hold harmless Geotab and Geotab's Affiliates, directors, officers, agents, representatives, employees, contractors and other personnel from and against all claims, losses, damages, harm, or other liabilities of any kind, including legal fees on an solicitor-client basis, arising from or as a result of Customer's: (a) breach of this Agreement; (b) negligence or willful misconduct; (c) infringement of any Geotab Intellectual Property or any Intellectual Property Rights of any third party; or (d) breach of any applicable Law or other order or regulation validly enacted by a Governmental Authority.

#### **13.2. Geotab's Infringement Indemnification.**

**13.2.1. Defense and Indemnity.** Geotab will, at Geotab's sole cost and expense, defend or, at Geotab's option, settle, any claim, assertion or action brought against Customer or Customer's Affiliates, successors or assigns to the extent that it is based on a claim (an "**Infringement Claim**") that any Products which Geotab has supplied to Customer directly infringes or misappropriates any Intellectual Property Rights of any third party (excluding Customer or any Customer Affiliates) and indemnify Customer against damages awarded against Customer by a court of competent jurisdiction by final order from which no appeal is taken or after the time for appealing has expired, provided that Customer: (a) notifies Geotab promptly and within no more than ten (10) calendar days after Customer's receipt of notice of such Infringement Claim in writing; and (b) permits Geotab to defend, compromise or settle the Infringement Claim and provides all available information, assistance and authority to enable Geotab to do so. Geotab will not be liable to reimburse Customer for any compromise or settlement made by Customer without Geotab's prior written consent, or for any legal fees or expenses incurred by Customer in connection with such Infringement Claim.

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

**13.2.3. Exclusions.** Notwithstanding the foregoing, Geotab will have no obligation or liability whatsoever in respect to any Infringement Claim to the extent based upon any of the following: (a) in the case of Subscription Plans, the use of other than the latest release and version of such

Software resulting from Customer interference with or disabling of the automatic software update process; (b) the use of any Products in breach of this Agreement; (c) non-Geotab products, software, data or services, including Third Party Applications; (d) the use, association or combination of any of Products with, or the incorporation or integration into Products of, any non-Geotab product, software, service, data, information or other material (including Customer or Customer's Affiliates own) that is not supplied by Geotab or expressly identified by Geotab in Geotab and/or its licensors written specifications or documentation as being required for the use and operation of Products; (e) the use or operation of any Products, in any manner or for any purpose other than as expressly specified in the Documentation for same; (f) any modification, alteration, change, enhancement, customization or derivative work of Products made by anyone other than Geotab or Geotab's agents; (g) changes Geotab makes to Products to comply with Customer's instructions or specifications; (h) Customer's use or alleged misuse of data Customer collects through the operation of Products; (i) for User-based vehicle insurance purposes, the use of Products in association with driving, driver or vehicle activity or performance; or (j) any reselling or distribution of Products. This Section 13.2 states Geotab's entire liability and Customer's sole and exclusive remedies with respect to any Infringement Claim (to the maximum extent permitted under applicable Law).

#### **14. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

**14.1. Limitation of Liability.** EXCEPT IN RELATION TO CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 9 – FEES; PAYMENT FOR PRODUCTS ABOVE AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF GEOTAB TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM OR THE PRODUCTS OR THE PROFESSIONAL SERVICES EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR PRODUCTS OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT: (A) A CLAIM CONTINUING OVER A PERIOD OF GREATER THAN TWELVE (12) MONTHS SHALL BE DEEMED TO HAVE OCCURRED SOLELY IN THE TWELVE MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE; AND (B) WHERE THE INCIDENT OUT OF WHICH THE LIABILITY AROSE OCCURS AFTER THE TERMINATION OF THIS AGREEMENT, IT SHALL BE DEEMED TO HAVE OCCURRED ON THE LAST DAY IN WHICH THIS AGREEMENT WAS IN FORCE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE CAUSE OR THEORY OF LIABILITY.

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

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

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

**14.3. Exceptions.** Sections 13.1 – Limitation of Liability above and Section 14.2 – Exclusion of Consequential and Related Damages above do not apply to either party's (a) willful misconduct or gross negligence, (b) infringement or misappropriation of any of the other's Intellectual Property Rights, (c) Customer's indemnity obligations under Section 13.1 – Customer Indemnity above, (d) fraud or fraudulent misrepresentation, or (e) liability or loss which may not be limited by applicable Law. Any amounts payable

by an indemnified party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying party, liability for which falls within the indemnifying party's indemnification obligations under this Agreement, and all fees payable by Customer under this Agreement, will be deemed direct damages for purposes of this Section 14 – Limitations and Exclusion of Liability. Section 14.1 – Limitation of Liability above does not apply to (i) Customer's obligations to pay fees and expenses when due and payable under this Agreement, nor (ii) either party's obligations under Section 10 - Confidential Information above.

- 14.4. Waiver of Claims.** Neither party may bring any action, claim, or proceeding, whether for indemnification or otherwise, arising out of or related to this Agreement more than twelve (12) months after the incident giving rise to the cause of action has occurred.
- 14.5. General.** Customer agrees that the exclusions and limitations contained in this Section 14 – Limitations and Exclusion of Liability apply even if the remedies are insufficient to cover all of the losses or damages of Customer or its Affiliates, or fail of their essential purpose and that without these limitations the fees for Products and Professional Services would be significantly higher. Accordingly, to the extent a court rules that any of the exclusions or limitations contained in this Section 14 – Limitations and Exclusion of Liability are unenforceable by Geotab as against Customer, Customer shall pay to Geotab an equitable adjustment to compensate Geotab for the fees that it would have charged for Products and Professional Services had the parties not bargained for and agreed to the exclusions and limitations contained in this Section 14 – Limitations and Exclusion of Liability.

## **15. TERM AND TERMINATION**

- 15.1. Term of Agreement.** This Agreement shall commence on the Effective Date and shall continue until the last day of any outstanding Subscription Term for Subscription Plans ordered under an Order Form, which shall include any Renewal Subscription Terms, unless earlier terminated in accordance with Section 15.2 – Termination on Material Breach, Section – 15.3 Termination for Convenience, or Section 15.4 – Early Customer Termination below. This Agreement may be terminated by either party at the end of the Subscription Term of the Customer's last outstanding Subscription Plan by providing notice at least ninety (90) days prior to the end of the then current Subscription Term.
- 15.2. Termination on Material Breach.** In the event of a material breach of the Agreement by either party, the nonbreaching party may terminate the Agreement or any Order Form affected by the material breach by giving the breaching party written notice of the material breach and the non-breaching party's intention to terminate. If the material breach has not been cured within the period ending thirty (30) days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("**Termination Notice**"), then this Agreement or any such Order Form will terminate within the time period specified in the Termination Notice. Notwithstanding the foregoing, Customer's failure to pay any overdue fees and expenses within thirty (30) days of Geotab notifying Customer of the overdue payment will constitute a material breach of this Agreement. If Customer has not cured a material breach within the applicable cure period, then Geotab may, on not less than five (5) Business Days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of Geotab's obligations to provide Products under this Agreement.
- 15.3. Termination for Convenience.** Geotab may terminate this Agreement or any Order Form at any time by giving thirty (30) days prior written notice to Customer.
- 15.4. Early Customer Termination.** Customer acknowledges that, in order to receive more favorable pricing, it has elected to enter into this Agreement which requires a commitment to purchase the Subscription Plan(s) as specified in an Order Form for the duration of the Subscription Term. Accordingly, in the event of termination by (a) Geotab under Section 15.2 - Termination on Material Breach, or (b) Customer for any reason other than pursuant to Section 15.2 - Termination on Material Breach, then Customer shall pay to Geotab an early termination fee (the "**Early Termination Fee**") calculated as follows: (i) any unpaid fees for the remainder of the Subscription Term under such Order Form, minus (ii) any unpaid fees for the current month through the date of termination. The Early Termination Fee shall be invoiced to Customer in addition to any unpaid fees for the current month through the date of termination. To the extent the Early

Termination Fee or any portion thereof is deemed to be liquidated damages, Customer acknowledges that the amount of damage Geotab would suffer as a result of Customer's early termination of any Subscription Plan is difficult to estimate and that the Early Termination Fee reflects the parties' reasonable estimation of the anticipated damages which Geotab may incur as a result of any such cancellation.

#### **15.5. Subscription Term and Renewal.**

**15.5.1. Subscription Term.** The term of each Subscription Plan will commence on the Subscription Start Date and will continue for the period specified in the Order Form or, if not so specified, thirty-six (36) months (an "Initial Subscription Term"). Upon expiration of the Initial Subscription Term, the Subscription Plan(s) will automatically renew for additional one (1) month periods (each, a "Renewal Subscription Term"), unless either party gives the other written notice of non-renewal at least fifteen (15) days before the end of the relevant subscription term. The Initial Subscription Term and each Renewal Subscription Term are individually referred to in this Agreement as the "Subscription Term".

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

**15.6. Refund of Prepaid Subscription Fees if Customer Terminates for Material Breach.** If Customer terminates this Agreement or any Order Form for material breach in accordance with Section 15.2 – Termination on Material Breach above, then Geotab will refund to Customer a pro-rata amount of any affected Subscription Plan fees prepaid to Geotab and applicable to the unutilized portion of the Subscription Term for terminated Subscription Plan, and any affected unutilized Professional Services fees prepaid to Geotab.

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

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

**15.9. Suspension of Products.** Geotab and/or its licensors may suspend Customer's Subscription Plans or any User's right to access or use any portion of Products, or to connect Products to Third Party Applications, if Geotab reasonably determines that Customer's or Users' use of Products, or Third Party Applications, (a) pose a security risk to Products or any third party, (b) may adversely impact Products, or the networks or data of any other Geotab customer, business partner or service provider, (c) do not comply with the End User Agreement or applicable Law, or (d) may subject Geotab, or any third party, to liability. Geotab and/or its licensors may also suspend Customer's Subscription Plans or any User's right to access or use any portion of Products, or to connect Products to Third Party Applications to the extent necessary for emergency maintenance work Geotab reasonably determines is required. Geotab will use commercially reasonable efforts under the circumstances to provide Customer with notice and an

opportunity to remedy such violation or threat prior to any such suspension, and to reinstate such Products as soon as reasonably practicable following correction of the issue.

**15.10. Survival.** The provisions of Section 3.2 (Geotab's Intellectual Property and Ownership Rights), Section 3.5 (Customer License to Use Feedback), Section 3.6 (Aggregated Data), Section 3.7 (Equitable Relief), Section 5 (Trial Services), Section 6 (Hardware; Shipment; Installation), Section 7 (Customers Obligations), Section 8 (Third Party Providers), Section 9 (Fees; Payment for Products), Section 10 (Confidentiality), Section 14 (Limitations and Exclusions of Liability), Section 15 (Term and Termination), Section 16 (Additional Terms of Service), Section 17 (Geotab Contracting Entity, Notice, Governing Law and Venue), and Section 18 (General Provisions) of this Agreement will survive any termination or expiration of this Agreement.

## **16. ADDITIONAL TERMS OF SERVICE**

**16.1. Additional Terms of Service.** The following additional terms and conditions ("**Additional Terms of Service**") apply to Customer's use of Products, and are incorporated into this Agreement by reference. The Additional Terms of Service are published at <https://www.geotab.com/legal> (and any successor or related locations designated by Geotab) and include, without limitation:

- Limited Warranty Statement
- Terms of Use for Geotab Video Devices;
- Privacy Policy;
- Product Privacy Notice;
- Supplemental Privacy Disclosures.

## **17. CONTRACTING PARTIES; NOTICE; GOVERNING LAW; VENUE; LOCAL LAW REQUIREMENTS**

**17.1. Geotab Contracting Entity, Notice, Governing Law and Venue.** The Agreement includes and incorporates the attached Schedule 3 (Geotab Contracting Entity, Notice, Governing Law and Venue).

**17.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the fifth (5th) Business Day after mailing, or (c), except for notices of termination, allegations of breach, and/or an indemnifiable claim ("**Legal Notices**"), which will clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Product system administrator designated by Customer.

**17.3. Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

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

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

## 18. GENERAL PROVISIONS

- 18.1. Export Compliance.** Products, Content, other Geotab and/or its licensors technology, and derivatives thereof may be subject to export Laws and regulations of Canada, the United States and other jurisdictions. Geotab and Customer each represent that it is not named on any U.S. government denied-party list. Customer understands that Geotab maintains a list of countries in which Customer may not import, use, market, advertise, promote or resell the Products or any component thereof (the "[Restricted Area List](#)") without Geotab's prior written consent. Any such activities involving any aspect of the Product in a jurisdiction on the Restricted Area List without Geotab's written consent will be considered a material breach of this Agreement.
- 18.2. Legal Expenses.** If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding will be entitled to recover, in addition to all other relief arising out of this Agreement, such party's reasonable legal and other expert (including without limitation accountants) fees and expenses.
- 18.3. Publicity.** Unless otherwise specified in the applicable Order Form, Geotab may refer to Customer as one of Geotab's customers and use Customer's logo as part of such reference, provided that Geotab complies with any trademark usage requirements notified to it by Customer.
- 18.4. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, advantage, payment, gift, or thing of value from an employee, agent or any other person acting for or on behalf of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Geotab's Legal Department at [legal@geotab.com](mailto:legal@geotab.com).
- 18.5. Entire Agreement.** This Agreement is the entire agreement between Geotab and Customer regarding Customer's use of Products and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. Nothing in this Section limits or excludes any rights of the Customer under the Australian Consumer Law or any other applicable Law.
- 18.6. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 18.7. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.8. Severability.** To the extent any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 18.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Geotab will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns
- 18.10. No Agency.** For the avoidance of doubt, Geotab is entering into this Agreement as principal and not as agent for any other Geotab Inc. company. Subject to any permitted Assignment under [Section 18.9](#) –

Assignment above, the obligations owed by Geotab under this Agreement will be owed to Customer solely by Geotab and the obligations owed by Customer under this Agreement will be owed solely to Geotab.

- 18.11. Independent Legal Advice.** The parties acknowledge that they have had the opportunity to consult with legal counsel to the fullest extent it deems appropriate and necessary prior to signing applicable Order Forms and entering into this Agreement.
- 18.12. Further assurances.** Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.
- 18.13. Amendments.** Customer agrees that Geotab may change the terms of this Agreement from time to time by notifying Customer via the Geotab Platform, email or other means (other than in respect of price increases, which will be amended pursuant to Section 15.5 – Subscription Term and Renewal). Geotab shall use reasonable endeavours to make Customer aware of the relevant change prior to it taking effect. Customer agrees to accept, and Customer hereby accepts, any changes in the Additional Terms of Service and other terms of this Agreement, unless the changes impose commercially unreasonable disadvantages on Customer. If a change imposes commercially unreasonable disadvantages on Customer and Geotab receives a written objection from Customer within thirty (30) calendar days of the date when Customer received notice or Customer should have noticed the change, Geotab may, in Geotab's sole option and discretion, (a) reverse such change with the effect that the immediately prior version of this Agreement will continue to apply to Customer, or (b) terminate this Agreement and any Order Form and Customer's use of Products and refund to Customer, upon, if applicable, receipt of all Hardware Devices, in good working condition, subject to ordinary wear and tear, in Customer's possession (i) the purchase price for any Hardware Devices, depreciated on a thirty-six (36) months straight line basis, accounting for Customer's use, and (ii) any prepaid services fees for time periods after the effective date of the change to which Customer objected in accordance with this Agreement. No modification, amendment, addition to or waiver of any rights, obligations or defaults will be effective unless in writing and signed by the party against whom the same is sought to be enforced.
- 18.14. Counterparts.** Order Forms may be executed in any number of counterparts (including counterparts by facsimile or other electronic means) and all such counterparts taken together will be deemed to constitute one and the same instrument. The execution and delivery of electronic transmission of any Order Forms will constitute delivery of an executed original and will be binding upon the person whose signature appears on the transmitted copy.

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

## SCHEDULE 1

### DEFINITIONS

- 1.1. For the purposes of this Agreement, except as otherwise defined herein, the following words and phrases will have the following meanings:
- (a) "**Account**" has the meaning ascribed to it in Section 7.3 – Customer Accounts.
  - (b) "**Additional Terms of Service**" has the meaning ascribed to it in Section 16.1 – Additional Terms of Service.
  - (c) "**Affiliate**" means, in respect of a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with the subject Person. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject Person.
  - (d) "**Agreement**" means this Main Software Subscription, Professional Services and Hardware Purchase Agreement.
  - (e) "**Australian Consumer Law**" means Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.
  - (f) "**Bundled Subscription Plans**" mean a type of Subscription Plan where Customer receives Hardware as a part of its Subscription Plan, which is then provided as a single product offering to Customer.
  - (g) "**Business Day**" means a weekday on which banks are open in Adelaide, South Australia.
  - (h) "**Confidential Information**" has the meaning ascribed to it in Section 10.1 – Definition of Confidential Information.
  - (i) "**Consent**" means any licenses, clearances, permissions, authorizations, waivers, approvals or consents.
  - (j) "**Content**" means information obtained by Geotab from publicly available sources or its third party content providers and made available to Customer through Products or pursuant to an Order Form.
  - (k) "**Customer**" means the Person identified as such in the applicable Order Form, and Affiliates of that Person (for so long as they remain Affiliates) which have entered into Order Form(s).
  - (l) "**Customer Data**" means Customer Hardware Data and Customer Submitted Data.
  - (m) "**Customer Hardware Data**" means the Equipment data collected by a Hardware Device from the Equipment upon which it has been installed, including, without limitation, vehicle identification number (VIN) (or equivalent) and Hardware Device location information, such as latitude and longitude.
  - (n) "**Customer Managed Installation**" means the standard installation option where Customer is responsible to perform the installation of all Hardware, and any de-installation or re-installation of Hardware under a warranty replacement event.
  - (o) "**Customer Service Provider**" means a third party, to the extent the third party is providing services to Customer.
  - (p) "**Customer Submitted Data**" the electronic data and information submitted or inputted by or for Customer to the Geotab Platform, excluding Content and Third Party Applications.
  - (q) "**Disclosing Party**" has the meaning ascribed to it in Section 10.1 – Definition of Confidential Information.

- (r) "**Documentation**" means the applicable Product documentation, and their usage guides and policies, as updated from time to time, and/or login to the Geotab Platform through a Subscription Plan.
- (s) "**Early Termination Fee**" has the meaning ascribed to it in Section 15.4 – Early Customer Termination.
- (t) "**Effective Date**" has the meaning ascribed to it in the preamble of this Agreement.
- (u) "**End User Agreement**" means the Geotab agreement described in Section 15.1 – Additional Terms of Service.
- (v) "**Equipment**" means a motor vehicle and/or stationary or movable equipment that Customer owns or controls.
- (w) "**Equipment Information**" means certain data and information from Equipment, including data provided by Customer to identify its Equipment, data regarding the location of the Equipment, geolocation and tracking data, rate of travel, ignition on/off, idle time, number of stops and other similar information, and Vehicle Identification Numbers (VINs) (or equivalent).
- (x) "**Force Majeure Event**" has the meaning ascribed to it in Section 15.8 – Force Majeure Event.
- (y) "**Free Trial Services**" means Products that Geotab makes available to Customer for free trial purposes pursuant to an Order Form that specifies that Customer's use of Products is for a trial purpose.
- (z) "**Geotab**" means the applicable company described in Schedule 3 (Geotab Contracting Entity, Notice, Governing Law and Venue).
- (aa) "**Geotab Intellectual Property**" has the meaning ascribed to it in Section 3.2 – Geotab's Intellectual Property and Ownership Rights.
- (bb) "**Geotab Managed Installation**" means the paid installation services offered by Geotab for (i) the initial installation of Hardware Devices and (ii) de-installation or re-installation of Hardware Devices under a warranty replacement event.
- (cc) "**Geotab Managed Installation Fee(s)**" means the installation fee(s) for Geotab Managed Installation that is either (i) paid up front by Customer; or (ii) billed to Customer on a monthly basis, in each case as set forth on an Order Form. Geotab Managed Installation Fees may include, without limitation, service charges, travel fees and no-show fees, as applicable.
- (dd) "**Geotab Platform**" means the computer software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that Geotab and/or its licensors uses to make the Subscription Plan available to Customers.
- (ee) "**Governmental Authority**" means any government body, including any political subdivision thereof, parliament, legislature, regulatory authority, agency, commission, board or court or other Law, rule, or regulation-making entity having or purporting to have jurisdiction on behalf of any nation or state or province or other subdivision thereof including any municipality or district.
- (ff) "**Hardware**" means Hardware Device(s) and accessories and add-on hardware for Hardware Devices, as described in an Order Form.
- (gg) "**Hardware Device**" means Geotab hardware devices, as described in an Order Form.
- (hh) "**Hardware Device Software**" means the software installed on Hardware Devices, including any modifications, enhancements and improvements thereto and derivative works thereof.
- (ii) "**Infringement Claim**" has the meaning ascribed to it in Section 14.2(a) – Defense and Indemnity.

- (jj) **"Initial Subscription Term"** has the meaning ascribed to it in Section 15.5.1 – Subscription Term.
- (kk) **"Installer"** means Geotab personnel or a subcontractor.
- (ll) **"Intellectual Property Rights"** means all industrial and intellectual property rights of any kind including but not limited to trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade, business, domain or company names, semi-conductor or circuit layout rights, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and including any application, or right to apply, for registration, and all rights to enforce the foregoing), and all other equivalent or similar rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.
- (mm) **"Law"** means any statute, law, ordinance, regulation, rule, including rules of common law, code, order, constitution, treaty, common law, injunction, determination, judgment, decree, other requirement or rule of law of any Governmental Authority or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- (nn) **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- (oo) **"Marketplace"** means an online directory, catalog or marketplace of applications that interoperate with Products, including, for example, the Geotab marketplace at <https://marketplace.geotab.com>, and any successor websites.
- (pp) **"Network Provider"** means (i) a cellular data network provider used to send current position and other data associated with Hardware Devices, including, GPRS/GSM, 3G, 4G, 5G and LTE networks; and/or (ii) a satellite data network provider used to send current position and other data associated with Hardware Devices.
- (qq) **"Order Form"** means an order placed by the Customer directly through Geotab's DealHub web portal, or through such other means as may be made available by Geotab, specifying Products and Professional Services to be provided hereunder, including any addenda and supplements thereto. By entering into an Order Form hereunder, any Affiliate of Customer agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- (rr) **"Paid Trial Services"** means Products that Geotab makes available to Customer for paid trial purposes pursuant to an Order Form that specifies that Customer's use of Products is for a trial purpose.
- (ss) **"Person"** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.
- (tt) **"Personal Information"** means "personal information" as defined in the Privacy Act and any other information relating to individuals that is subject to the operation of the Privacy Laws that either party has collected, received or otherwise has access to in connection with this Agreement.
- (uu) **"Prior Order Form"** has the meaning ascribed to it in Section 9.4 – Request for Subscription Plan Upgrades.
- (vv) **"Privacy Act"** means *the Privacy Act 1988* (Cth).
- (ww) **"Privacy Law"** means (i) the Privacy Act; (ii) any legislation from time to time in force in any: (1) Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and/or (2) non-Australian jurisdiction (to the extent that either party is subject to the laws

of that jurisdiction); affecting privacy, personal information or the collection, handling, storage, processing, protection, use or disclosure of data; and (iii) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Governmental Authority under an instrument identified in paragraphs (i) and (ii) as amended from time to time.

- (xx) “**Products**” means Hardware and Subscription Plans that are purchased by Customer under an Order Form. “Products” exclude Content and Third Party Products and Services.
- (yy) “**Professional Services**” means the professional services (typically project management, Geotab Managed Installation, coordination and configuration, and Subscription Plan training) to be performed by Geotab that are specified in the applicable Order Form.
- (zz) “**Receiving Party**” has the meaning ascribed to it in Section 10.1 – Definition of Confidential Information.
- (aaa) “**Renewal Subscription Term**” has the meaning ascribed to it in Section 15.5.1 – Subscription Term.
- (bbb) “**Renewed and Consolidated Order Form**” has the meaning ascribed to it in Section 9.4 – Request for Subscription Plan Upgrades.
- (ccc) “**Service Plan**” means the cellular airtime data plan or satellite data plan from a Network Provider required for use in connection with Hardware Devices.
- (ddd) “**Software**” means the Geotab Platform and any software provided to Customer under this Agreement, including, Hardware Device Software (including any software made available by Geotab for use by Customer on a website or mobile application hosted by or on behalf of Geotab).
- (eee) “**Subscription Plan**” means the Software service subscription plan to which Customer subscribes, as specified in the applicable Order Form.
- (fff) “**Subscription Start Date**” means, with respect to each Order Form, the earlier to occur of (i) the date on which the first Subscription Plan is activated, or (ii) forty-five (45) days after the shipment date of the Hardware ordered under such Order Form.
- (ggg) “**Subscription Term**” has the meaning ascribed to it in Section 15.5.1 – Subscription Term.
- (hhh) “**Taxes**” means any consumption, excise, goods and services, harmonized sales, retail sales, social services, use, value added taxes and any other tax, duty, governmental fee or other like assessment or charge of any kind whatsoever imposed by any federal, provincial, state, territorial, municipal or other Governmental Authority in any jurisdiction.
- (iii) “**Termination Notice**” has the meaning ascribed to it in Section 15.2 – Termination on Material Breach.
- (jjj) “**Third Party Application**” means third party software applications or web-based services that Customer may use to interoperate with the Geotab Platform and/or receive data from Products (for example, when Customer requests that Geotab provide Customer Data to a third party software application). Third Party Applications are selected by Customer and provided by third parties, but not by Geotab.
- (kkk) “**Third Party Hardware**” means any Equipment tracking unit equipment embedded in or installed by the original Equipment manufacturer in the Equipment at the time of the Equipment’s acquisition. Third Party Hardware is not Hardware but is equipment obtained by Customer directly from a third party and may be operated with the Subscription Plans.
- (lll) “**Trial Services**” has the meaning ascribed to it in Section 5.1 – Trial Services.
- (mmm) “**Trial Services Term**” has the meaning ascribed to it in Section 5.1 – Trial Services.

- (nnn) **“User”** means any Person who has been authorized by Customer to use the Subscription Plan. Authorized Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.
- (ooo) **“Video Content”** has the meaning ascribed to it in Section 7.10 – User Consents.

## SCHEDULE 2

### INSTALLATION OF HARDWARE

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

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

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

- i. ensure Geotab Managed Installations are completed in accordance with the Order Form placed by Customer;
- ii. designate a Geotab contact for each Geotab Managed Installation;
- iii. select an appropriate Installer given location, date, and job complexity;
- iv. work with Customer to schedule installations;
- v. subject to Customer performing its obligations, ensure installations are performed promptly and efficiently;
- vi. ensure that Installers are technically competent to perform the Geotab Managed Installation;
- vii. ensure that an Installer verifies each installation and captures installation details;
- viii. provide installation progress status;
- ix. ensure that an Installer ensures that all Hardware deinstalled from Equipment are returned to Customer, when possible; and
- x. invoice Customer for the Geotab Managed Installation upon completion.\*

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

If Equipment or delivered Hardware is not available for the scheduled installation, Customer must inform Geotab at least one (1) Business Day before the installation. Failure to do so will result in 'Equipment No Show' charge.

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

**1.7. Installation Warning.** Certain Equipment configurations may require professional installation, additional equipment or modifications to Equipment. If Customer is uncertain that Customer has the requisite skills and understanding to install Hardware, Customer must consult with Geotab. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Equipment. Installation or servicing may also require modifications to Equipment. Failure to comply with procedures specified in the installation instructions for Hardware, or attempting to install Hardware without adequate knowledge of Hardware, proper installation, configuration, servicing, repair or removal procedures, or

Equipment, may result in damage to Hardware or Equipment, which may cause malfunctions of Equipment controls or vehicular environmental systems and result in personal injury. Customer understands that any such activities not performed by Geotab will be at Customer's sole risk. Customer hereby releases and forever discharges, and will indemnify and hold harmless, Geotab, Geotab's Affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which Customer or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, any Customer Managed Installation.

- 1.8. **De-installation of Hardware Devices**. The deinstallation of any Hardware is Customer's absolute responsibility and Customer hereby releases and forever discharges, and will indemnify and hold harmless, Geotab, Geotab's Affiliates, resellers and agents and their directors, officers, employees and representatives from any responsibility or liability, in connection therewith. Notwithstanding the foregoing, Customer may purchase de-installation Geotab Managed Installation Professional Services from Geotab.

### SCHEDULE 3

#### GEOTAB CONTRACTING ENTITY, NOTICE, GOVERNING LAW AND VENUE

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

<b>If Customer is domiciled in:</b>	<b>The Geotab entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>The governing law is:</b>	<b>Courts having exclusive jurisdiction are:</b>
Australia	Geotab Australia Pty. Ltd.	C/O Baker McKenzie Tower One - International Towers Sydney, Level 46, 100 Barangaroo Avenue, Sydney, NSW, 2000	New South Wales, Australia	New South Wales, Australia
New Zealand	Geotab New Zealand Limited	Quigg Partners, Floor 7, 36 Brandon Street, Wellington Central, Wellington, 6011, NZ	New South Wales, Australia	New South Wales, Australia