

END USER TERMS

These terms and conditions ("Agreement") cover all purchase and use of Phillips Connect Technologies LLC ("PCT" or "Company") products purchased on the Geotab Platform (the "Hardware"), including all firmware and software contained therein and any PCT services provided in conjunction with the Hardware.

1. Definitions

"Customer" or "you" means the purchaser or end user of Hardware.

"PCT Gateway" means any Hardware that features GPS and cellular capabilities and is used to provide GPS location and related information to Customers. Note that some PCT Gateways include capabilities to provide data related to an asset's cargo state, health, etc.

"PCT Sensor" means any Hardware that can be used with a PCT Gateway to offer additional data collection capabilities.

"3rd Party Sensor" means any sensor not provided by PCT that is supported by the PCT Gateway.

"Reseller" means either Geotab (in the case of direct customers) or the Geotab authorized reseller from whom you ordered the Hardware.

"Services" means the provision of location, operation and other information (including, without limitation, the status of the units and the notification if any unit is in need of maintenance or intervention and any other information as the Company may elect to provide from time to time), and (b) such other services as the Company may elect to provide you in its sole and absolute discretion from time to time. With respect to all Services, Services will only be available for a single trailer, chassis or cargo container on which the particular Hardware is properly installed and is properly registered (the "Monitored System") and will only be provided through the Geotab platform or a Company-provided online app or website ("Website") or using such other means as Company may elect from time to time.

"Term" means the term of PCT's agreement with you shall begin immediately upon your first purchase of the Hardware and shall continue until terminated in accordance with procedures which are established by Company and which may be in effect from time to time.

2. Limited Warranties. PCT warrants the Hardware against material defects in materials, manufacture and workmanship under normal use (the "Warranty") for a standard period of twelve months (12) from the Delivery Date (the "Warranty Period"), on the condition that the Hardware has been completely paid for. Unless as otherwise mandated by local law,

the Warranty Period does not restart if Customer receives a replacement appliance and/or replacement software during the RMA process. Customer's sole remedy under this Hardware Warranty is for PCT, upon consultation with Customer, to repair, replace or credit the cost of the Hardware.

PCT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST HIDDEN OR LATENT DEFECTS. PCT's responsibility for warranty claims is limited to repair or replacement. PCT reserves the right to modify this Warranty at any time, at its sole discretion, and with notice to Customer.

PCT does not warrant that the Hardware or any networks or systems interfaced with by the Hardware will be free from vulnerability, intrusion, attack, or other damage. PCT does not warrant that the operation of the Hardware will be uninterrupted or error-free. PCT is not responsible for damage arising from failure to follow instructions relating to the Hardware's use. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by accident, abuse, misuse, neglect or failure to properly install, maintain or store the Hardware (including but not limited to damage caused by water, impact, chemicals, soiling, extreme high or low temperatures); (d) to damage caused by electrical disturbances or acts of God, including but not limited to civil disturbance, war, flood, fire, rodents or insects; (e) where manufacturer's serial numbers have been removed from the Hardware; and (f) to damage caused during shipment (due to Customer's improper packaging) from Customer to PCT in the case of Hardware returns for repair.

This Warranty is voided immediately if repair, modification (to include upgrades, expansions or usage or addition of non-manufacturer parts or accessories), alteration or other service is attempted other than by PCT. In this regard, the integrity of the appliance casing (aka the "case") should not be violated for any reason, unless expressly authorized by PCT in writing.

3. Technical Support. Reseller and/or Geotab will provide technical support to Customer and PCT will provide technical support to Reseller and/or Geotab in accordance with the then-current support policy in effect and in accordance with the Warranty provided in section above, unless full payment for the purchase of the Hardware is not received. PCT will respond to Reseller and/or Geotab support requests by phone or by email inquiry (contact information is provided at the support link above). If a support request cannot be rectified via phone or email, Customer will be provided with return instructions (see the "Repair" section below). Support services will be generally provided in English.

Customer agrees and understands that it may be necessary for PCT to be exposed to Customer Data to perform the support and repair obligations identified herein. This may include the necessity to transfer data to affiliate third parties that are contracted with PCT to assist in meeting these obligations. In doing so, PCT will (i) protect and keep confidential such information, (ii) not use such information for reasons other than those discussed above, and (iii) not sell, distribute or pass on such information to any third party, in accordance with our privacy policy available at <https://www.phillips-connect.com/privacy-policy> .

Customer further agrees and understands that PCT may remotely access the Hardware for purposes of monitoring, supporting, modifying or repairing the Hardware. This includes the ability to reboot (including powering down) the Hardware, as well as the ability to provide over-the-air software updates to the Hardware, including without limitations, changes to applications and functionalities of the Hardware, as well as updates to the firmware for the Hardware.

4. Repair. Customer should carefully inspect the Hardware upon its delivery. Customer should maintain all original packaging upon receiving the Hardware until the Hardware has been installed and is found to be in proper working order.

If the Hardware arrives to Customer (the date of arrival is referred to herein as the "Delivery Date") damaged or defective at initial delivery, Customer must notify Reseller within fifteen (15) business days to initiate a RMA (Return Merchandise Authorization) request. PCT will then arrange for delivery of temporary or permanent replacement Hardware. Customer is responsible for properly packing the return shipment of the Hardware. PCT will arrange for shipping and insurance.

If Customer fails to notify PCT within 15 days of the Delivery Date, (i) the Refund Policy below will not apply, (ii) Customer will bear the cost of returning the Hardware for repair, and (iii) damaged Hardware will not be accepted.

If during the Warranty Period (as described below) but following the initial 15 day period the Hardware is not working properly, Customer must contact PCT Technical Support to confirm the problem and obtain return instructions if needed. The RMA instructions provided above also apply in this case. Customer will pay shipping and insurance costs when returning the Hardware for repair.

If the Hardware is returned for repair or replacement at any time following purchase by Customer and PCT discovers that the Warranty is inapplicable due to the reasons provided above (see the "Limited Warranties" section hereof), the Hardware will not be repaired unless Customer authorizes and pays for repair. Whether Customer authorizes repair or not, PCT reserves the right to charge a "No Fault Found" fee of \$50 where the Hardware is found not to be defective due to any fault of PCT.

Any PCT reseller or distributor involved in the purchase of the Hardware is not authorized to make any modification, extension, or addition to the Limited Warranties provided by PCT herein, although any such reseller or distributor may provide its own warranty in addition to the warranty coverage provided by PCT.

Since the Hardware is designed to store and transmit data, it is possible that data on the Hardware which has been stored but not synched to the Geotab Platform will be lost or reformatted in the course of repair, and PCT and/or its agents are not responsible for any damage to or loss of data or other information contained on the Hardware serviced. Hardware or a replacement product will be returned to Customer configured as when originally purchased, subject to applicable updates. Customer will be responsible for reinstalling the Hardware. Recovery of Customer data from the Hardware is not covered under the warranty provided herein.

5. Refund Policy and Product Return. On a case-by-case basis, PCT reserves the right to authorize a full refund of any Hardware purchase made where a refund is requested within 30 days of the Delivery Date. In such cases where a refund is approved, Customer will return the Hardware to the Reseller. Customer is responsible for shipping and insurance charges and any damage to the Hardware which takes place en route to PCT. PCT reserves the right to charge up to 30% of the Purchase Price of the Hardware as a re-stocking fee for any such returns.

6. No High Risk Uses. Customer will not purchase the Hardware for usage in connection with any high risk or strict liability activity (including, without limitation, air travel, space travel, firefighting, police operations, construction activities, power plant operations or power generation applications, military operations, rescue operations, hospital and medical operations or the like) whereby such usage could cause or contribute to damage to property or injury to members of the public. Likewise Customer acknowledges and agrees that the Hardware and Services is not intended for use in conjunction with any systems or functions for automatic or autonomous control of truck or other vehicle behavior, including systems or functions for the autonomous control of vehicle speed, braking, suspension, stability, drive train management or steering. Customer assumes the risk of the use of the Hardware in connection with Commercial Transportation equipment, including heavy machinery that may cause injury or death.

7. Hardware Disposal/Recycling. Customer may dispose of or recycle the Hardware or arrange for the same through the Reseller. Any disposal or recycling of the Hardware must be done in accordance with local government directives.

8. Assignment. PCT expressly reserves the right to delegate any of its obligations, including any repair services provided hereunder to its suppliers and contractors. Customer may not assign, delegate or otherwise transfer (whether by operation of law or otherwise)

the Hardware or any of Customer rights or obligations hereunder without the prior written consent of PCT.

9. PCT Sensor Support. Customer may elect to purchase PCT Sensors that provide additional data related to the health and/or use of an asset. PCT shall be under no obligation to support PCT Sensors not used with a PCT Gateway. Addition of PCT Sensors to assets equipped with previously installed PCT Gateways may require replacement of the PCT Gateway and/or purchase of additional Hardware.

10. 3rd Party Sensor Support. Customer may elect to use PCT approved 3rd Party Sensors to collect data for transmission to Geotab via a PCT Gateway. Additional charges will apply for support of PCT approved 3rd Party Sensors. PCT shall have no obligation to approve any 3rd Party Sensor for use with a PCT Gateway, and PCT shall have no support obligations or warranties for 3rd Party Sensors. Addition of PCT approved 3rd Party Sensors to assets equipped with previously installed PCT Gateways may require replacement of the PCT Gateway and/or purchase of additional Hardware.

11. Data Security.

Phillips Connect utilizes reasonable human, physical, electronic and administrative procedures to safeguard the information we collect that are compliant with applicable law. The information we collect is stored on our servers located in the United States. We take reasonable steps and regularly assess our privacy and security policies and procedures and comply with laws designed to protect the privacy and security of your Personal Information. No data transmission over the Internet or wireless network is 100% secure however. As a result, while we strive to protect your Personal Information, you understand that there are security and privacy limitations inherent to the Internet which are beyond our control and security, and in consequence integrity and privacy of any information provided by you to Phillips Connect cannot be guaranteed. <https://www.phillips-connect.com/privacy-policy>

12. Provision of Services. Customer acknowledges that the Hardware consists of connected devices that require the Services in order to function. In consideration of payment of the Charges (as defined below), Company will use commercially reasonable efforts to continue to provide the Services (as defined below) for the applicable Term. There are no other services provided under this Agreement. The term "Charges" means the total amount due for the Hardware and Services, including without limit any applicable late charges, penalties or interest, purchased by you from time to time and all sales, use and other taxes, fees and charges that may be imposed by any governmental body relating to the sale of Hardware and provision of the Services. Charges for subscription services (and the time period of the associated Service agreement) will commence the day the Hardware is activated.

13. Limited Software License. In consideration of the payment of the Charges, Company grants to you a nonexclusive, nontransferable license to use the software loaded on the Hardware solely for the purpose of enabling Company to provide the Services described herein with respect to the Hardware. This limited software license will automatically terminate upon termination of the Services. You shall not modify, reverse engineer, decompile, or disassemble any licensed software.

14. Limited Data License. You agree that Company and its affiliates may collect, use, process, aggregate, reproduce, transmit and anonymize data and technical information related to the Hardware, the Services and your usage thereof ("Data") without restriction, notice or compensation, subject only to those restrictions required by mandatory applicable law. Without limiting the foregoing, you hereby grant Company and its affiliates a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license under any of your rights in the Data. You acknowledge that anonymized and aggregated Data is no longer associated with you or your trailers or shipments and as such is no longer personal information or data corresponding to you. As such, and as between the parties, Company owns all such derived Data and shall have the right to use such derived Data for any purpose. Company may transfer or assign any of its rights in such derivatives to any third party.

15. Services Warranty. Company will use commercially reasonable efforts to provide the Services on a continuous basis. Company will use commercially reasonable efforts to provide professional services, if any, in a good and workmanlike manner. There are no other warranties with respect to Services, and Company makes no other warranties under this Agreement except as specifically stated herein. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF SECURITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED. You agree that neither Company nor any other party has made any representations or warranties, nor have you relied on any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the Services. You acknowledge that no affirmation of fact or statement (whether written or oral) made by Company, its representatives, or any other party outside of this Agreement with respect to the Services shall be deemed to create any express or implied warranty on the part of Company or its representatives.

16. Hardware Installation. The Hardware (and any replacements thereof) must be installed strictly as provided in the installation guide supplied with the Hardware. Unless expressly agreed by the Company in a separate writing, You may not transfer the Hardware after installation (i.e. to a different trailer, chassis or container). Any such installation void's the Company's obligation to provide the Services/ or otherwise maintain the Hardware. YOU UNDERSTAND AND AGREE THAT COMPANY IS NOT RESPONSIBLE FOR, SHALL HAVE NO OBLIGATIONS WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR, A PRODUCT NOT INSTALLED IN ACCORDANCE WITH THIS SECTION.

17. Cellular Service Disclaimer. Company has contracted with, and will contract from time to time with, one or more wireless carriers (individually and collectively, "Wireless Carrier") to provide wireless data transmission service ("Wireless Service") for the Hardware over a cellular telephone network. You acknowledge and agree that you have no contractual relationship with the Wireless Carrier, and you are not a third party beneficiary of any agreement between Company and the Wireless Carrier. You understand and agree that the Wireless Carrier shall have no legal, equitable or other liability of any kind to you, and you hereby waive any and all such claims or demands. The Hardware transmits signals to, and receives signals from, a Customer Service Center ("CSC"). Your Services are provided either by a Company CSC or an independent CSC which Company selects. You understand that the Hardware installed in the Monitored System uses cellular telephone technology as the transmission mode for sending signals to the CSC. Services are available to you only within the United States and Canada and only where the Hardware is within the operating range of the Wireless Carrier. Services may be temporarily refused, interrupted, curtailed, limited or discontinued, without liability to Company or the Wireless Carrier, due to many conditions, including: (a) wireless transmission capacity limitations and cellular telephone network capacity limitations, (b) atmospheric, terrain and geographic conditions, (c) other natural or artificial environment conditions beyond Company's control, (d) limitations of the electrical system design and architecture of your Hardware (e) the condition of the Hardware (for example, the Hardware will not function if its power supply is not available as when, for example, the unit is not connected to a live power source, or if essential Hardware components are damaged (accidentally or otherwise), (f) government regulations or limitations, (g) restrictions by the Wireless Carrier (for example, wireless carrier equipment limitations and inter-carrier roaming agreements), (h) usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities for the cellular telephone network, (i) Company's efforts to combat fraudulent use, and (j) other legitimate business and operational reasons. You understand that the Hardware's usage of the cellular telephone network are fundamental to Company's ability to provide Services. You understand that due to the very nature of cellular telephone networks there will be times when the Hardware is unable to secure, maintain, or transmit signals, or that the information transmitted is not reliable, and thus, Company will be unable to receive such signals. You also understand that Company does not receive signals when the transmission mode is or becomes non-operational and that signals from the Hardware cannot be received by Company when the Hardware is damaged, does not have an adequate power source or is otherwise non-operational. Accordingly, you agree that Company shall not, in any way, be liable for, or have responsibility with respect to, the cellular telephone network, any of the information obtained therefrom, or for interruptions in service for any reason whatsoever. You further acknowledge and agree that Company shall not have any liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency or other conditions beyond Company's control, including, without limit, due to strikes, riots, floods, fires or acts of God. You acknowledge that the use of radio frequencies and cellular devices, and the liability and obligations of

Company to you under this Agreement for use of such radio frequencies and devices, are strictly controlled and limited by the Federal Communications Commission ("FCC") and other governmental authorities which from time to time have jurisdiction. Changes in rules, regulations and policies may necessitate discontinuing such transmission devices by Company or the Wireless Carrier.

18. Termination of Services. This Agreement or the Services may be terminated at the option of Company at any time upon the occurrence of any of the following events: (a) your default under or failure to perform as required by this Agreement; (b) your default in payment of any monies due under this Agreement; (c) IF YOU PURCHASED PRODUCT OR SERVICES THROUGH ANOTHER BUSINESS OR PERSON, THE DEFAULT IN PAYMENT OF ANY MONIES DUE TO COMPANY FROM SUCH BUSINESS OR PERSON; (d) destruction of or substantial damage to the CSC so as to make it impractical for Company to continue to provide signal receiving and notification services under this Agreement; (e) failure of the Hardware, and/or the cellular telephone networks for the transmission of signals between the Hardware and the CSC's to function in accordance with Company's expectations, (f) your failure to follow the operating instructions provided at the time the Hardware is installed into a Monitored System; (g) your failure to follow any recommendations Company may make for the repair or replacement of a defective part of a Hardware; (h) if a Monitored System is so modified or altered after installation of the Hardware as to render continuation of any Service impractical; or (i) your default, failure to pay any monies due or perform any obligation under any other agreement between you and Company, including, without limitation, any other Subscription Service Agreement between you and Company. In the event this Agreement is terminated by Company under this provision, Company shall not be liable for any damages or subject to any penalty as a result of such termination. Company will, however, where you are not at fault, refund to you any advance payments made for Services to be supplied subsequent to the date of such termination, less any amount still due for the period prior to such termination. This Agreement may also be terminated at the option of Company at any time with thirty (30) days written notice to you. In addition to Company having the option to terminate this Agreement, upon the occurrence of any of the events set forth in this Section, Company shall also have the option to discontinue the Services to the Hardware until the event resulting in such discontinuance is cured by you or otherwise remedied in Company's sole and absolute opinion, and other than discontinuances which are not the result of any act or omission by you, you shall remain liable for any and all Charges applicable to the Hardware and Services for such period of discontinuance

19. Customer Indemnification. You agree to indemnify, defend and hold Company, the Wireless Carrier, and the officers, directors, employees, agents, contractors, subsidiaries, affiliates, or parent companies of each of them (each an "Indemnified Person") harmless from any loss, cost, expense (including attorney's fees, expert's fees, and expenses), demand, claim, liability, damages or cause of action of any kind or character (collectively referred to as "claim"), including without limitation, for any personal injury or death, in any

manner arising out of or relating to your, or your officers, directors, employees, agents, assigns, invitees, or other users using your Hardware, whether authorized or not (i) violate or otherwise breach of any provision of this Agreement, (ii) negligence, recklessness or intentional misconduct; (iii) the provision, failure, or use of the Hardware and/or the Services, including, without limitation, the compliance with any and all laws (whether statutory, under common law or otherwise), including but not limited to all export control and anti-corruption laws, rules or regulations applicable to the use of the Hardware or Services; (iv) inability to use the Services or the Hardware; (v) the installation of the Hardware in the Monitored System; and (vi) Company's refusal to provide Services because you or any other Service user has (A) not paid monies due to Company for Hardware or Services or (B) violated any provision of this Agreement. These obligations will apply even if such lawsuit or other claim arises out of an Indemnified Person's negligence, gross negligence, failure to perform duties under this agreement, strict liability, failure to comply with any applicable law, or other fault. This provision shall survive the termination of this Agreement.

20. Limitation of Liability.

The limitations, exclusions and disclaimers in this agreement will apply irrespective of the nature or form of the claim, cause of action, demand, or action, including breach of contract, tort (including negligence), strict liability, product liability or any other legal or equitable theory and shall apply notwithstanding the failure of the essential purpose of this agreement or of any remedy contained herein.

Additionally, and without any derogation of the foregoing, you specifically agree that, to the maximum extent permitted by applicable law, IN NO EVENT SHALL THE LIABILITY OF PCT TO YOU IN RESPECT OF THE HARDWARE OR SERVICES EXCEED THE AMOUNT YOU HAVE PAID FOR THE HARDWARE OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, subject to any lesser limitation of liability in any terms incorporated herein by reference (including, without limitation, any third party terms) if applicable. Notwithstanding any other provision in this agreement, to the maximum extent permitted by applicable law, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. For greater certainty, the foregoing limitations and exclusions of liability shall not apply to (a) either party's indemnification obligations hereunder; or (b) infringement or misappropriation of the other party's intellectual property rights.

21. Hardware Ownership and Feedback.

The Hardware is protected by copyright and other intellectual property rights. Software and the Services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to you hereunder, except for the rights expressly granted to you under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Hardware and Services and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by PCT and PCT's licensors and vendors. You shall not remove or attempt to remove any marks, labels and legends from the Hardware. Additionally, and without any derogation of the foregoing, you understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to PCT (whether directly or through Reseller including in the course of utilizing support, maintenance or other services) may be used by PCT to modify, enhance, maintain and improve PCT's Hardware and/or Services and shall become PCT's exclusive property without any obligation or payment to you or to any of your customers whatsoever.

22. Protective Measures, Use Restrictions, and Compliance.

Hardware may contain technological measures (including the ability to disable the Hardware) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures. Additionally, to the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Hardware whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of the Hardware; (c) use the Hardware in a manner that violates laws or rights of others; (d) use the Hardware as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing. Without any derogation of the foregoing, you shall comply with all applicable laws, including all export control and anti-corruption laws and regulations of the USA and Canada. You shall not export or re-export any part of the Hardware directly or indirectly in contravention of such laws and regulations, or at all.

23. Amendments and Waivers.

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

24. FORCE MAJEURE.

Each party shall be relieved of their respective obligations hereunder and will not be liable to the other or to any third party if the affected party is unable or fails to perform any of its obligations under this Agreement, as a result of any fire, explosion, war, riot, strike, walk-out, labor dispute, flood, shortage of water, power, labor, transportation facilities or necessary materials or supplies, default or failure of carriers, breakdown in or the loss of production or anticipated production from plant or equipment, act of God or public enemy, act of war or terrorism, any law, act or order of any court, board, government, state-sponsored actor or other authority, or any other cause (whether or not of the same character as the foregoing) beyond the affected party's reasonable control, for so long as such cause prevents the affected party from so performing, provided however that the other party may terminate this Agreement if the affected party is unable to perform its obligations for a period of 30 days or more, upon written notice to the other during the time the affected party is prevented from so performing.

25. Severability.

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

26. Choice of Law.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California. You consent to the exclusive jurisdiction of such courts in connection with any dispute pertaining to or arising out of this Agreement.