

DRIVER CHALLENGE END USER TERMS

1. The software application and reports (collectively, "Application") made available through the Geotab Marketplace is licensed, not sold, to you on the terms and conditions of this End User License Agreement ("EULA") by the D2GO SOLUTIONS INC ("D2GO"). D2GO reserves all rights in and to the Application not expressly granted to you under this EULA. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THE EULA; (II) YOU HAVE READ AND UNDERSTAND THE EULA; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THE EULA.
2. The Application is designed specifically to be compatible with and for use with Geotab products and services ("Geotab Platform") made available by Geotab Inc. ("Geotab"). The Application functions as an add-in to the MyGeotab software-as-a-service application ("MyGeotab"), as well as an add-in to the Geotab Drive mobile application ("Geotab Drive").
3. D2GO hereby grants you a license to use the Application in conjunction with your use of the Geotab Platform either as part of the Geotab Platform or on a computer or mobile device on which the Application is installed, within the usage limitations of the Application (either as prescribed by the Application or as selected by you).
4. You acknowledge and agree that while D2GO has taken reasonable steps to test the Application and the integrity of the data and reports, D2GO makes no warranty in that regard and cannot legally be held accountable for any mistake or error the Application may report.
5. You acknowledge that the Application will access data from your database and store it on D2GO's servers, and you also may be required to grant access to such database to D2GO via the creation of a new user account in MyGeotab. Any access to such database by D2GO is at your own risk and you are responsible for satisfying yourself that D2GO's data storage, security and privacy processes are satisfactory to you.
6. Geotab and/or its resellers will provide the first point of contact for support for all Applications. If Geotab determines that the issue is not related to the Geotab Platform or Geotab cannot otherwise independently resolve the

issue with the Application, Geotab will transfer your support ticket to the D2GO for additional support as necessary.

7. YOU EXPRESSLY UNDERSTAND AND AGREE THAT GEOTAB AND D2GO SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE APPLICATION, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT GEOTAB OR D2GO OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
8. THE COLLECTIVE AND AGGREGATE LIABILITY OF D2GO AND GEOTAB TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE APPLICATION IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF FEES ACTUALLY RECEIVED BY SUCH PARTY DURING THE LAST 12 MONTHS FROM YOUR PURCHASE OF SUCH APPLICATION; OR (B) ONE HUNDRED DOLLARS (U.S. \$100.00).
9. Your use of, or inability to use, the Application is at your sole risk. NEITHER D2GO NOR GEOTAB GUARANTEES, REPRESENTS, OR WARRANTS THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. Geotab may temporarily suspend your use of the Application in the event the Application detrimentally impacts Geotab, other users who have purchased the Application, the Geotab Marketplace, or any other portion of the Geotab Platform, solely as determined in Geotab's sole discretion.
10. D2GO owns and retains all proprietary rights in the Application (other than any rights in the Geotab Platform or any Geotab enabling technology contained therein). The Application contains the copyrighted material, trademarks, and other proprietary information of D2GO and its licensors. The provision of the Application does not transfer to you or any third party

any rights, title or interest in or to such intellectual property, including, without limitation, any intellectual property rights in any D2GO or third-party content.

11. D2GO may terminate this Agreement and your license to use the Application by notice in writing if you have breached any terms of this Agreement, or your obligation to make payments to Geotab and/or your authorized Geotab reseller for use of the Application, and you fail to cure such breach within thirty (30) days after receipt of notice from D2GO. You may terminate this Agreement and your license to use the Application at any time by using the “cancel” feature through the Geotab Marketplace or by providing written notice to D2GO.

12. If your headquarters are located in: (a) the United States of America, then this EULA will be governed by and construed under the laws of the State of New York without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the courts of the State of New York and the U.S. federal courts located in the City of New York for any claim related to this EULA or the Application and agrees not to bring any action, claim, suit or proceeding against the other party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts; or (b) anywhere else in the world, then this EULA will be governed by and construed under the laws of the Province of Ontario without giving effect to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby irrevocably attorns and agrees to the exclusive jurisdiction of the provincial and federal courts of the Province of Ontario for any claim related to this EULA or the Application

and agrees not to bring any action, claim, suit or proceeding against the other party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts.

13. You may not transfer, assign or delegate your right and/or duties under this EULA to anyone else and any attempted assignment or delegation is void. Any delay or failure by D2GO to exercise or enforce any right or provision of this EULA will not constitute a waiver of such right or provision. No waiver by D2GO shall have effect unless such waiver is set forth in writing, signed by D2GO; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. This EULA constitutes the complete and exclusive agreement between you and D2GO with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be unenforceable, that provision of the EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect.