



## GENERAL TERMS AND CONDITIONS OF SALE

### INFORM™ FLEET MANAGEMENT, GEOTAB PRODUCTS - NORTH AMERICA

EFFECTIVE DATE: APRIL 26, 2021

**GENERAL, INTERPRETATION AND COMPLETENESS:** This contract is deemed made in the state of Seller's principal place of business and shall be interpreted under the Uniform Commercial Code and other laws of said state in force at the date of contract. Products are sold only on the terms contained in this document. Different or additional terms, previously or hereafter proposed by Buyer, are not agreed to by Seller. This contract contains the final and entire agreement between Seller and Buyer and no understandings, representations, agreements, modifications, alterations or additions shall be effective unless in writing and signed by Seller and Buyer.

**TITLE, RISK OF LOSS AND INSURANCE:** Title to each shipment of the products sold hereunder and risk of loss thereon passes to Buyer when such products are delivered by Seller or its agent to a common carrier or licensed trucker consigned to Buyer, or designated agent, but they remain subject to Seller's rights of stoppage in transit and of reclamation. If a strike, embargo, governmental action or any other cause beyond Seller's control prevents shipment or delivery to Buyer or designated agent, or if shipping instructions for any shipment are not received before shipment date, or if payment is to be made on or before delivery, title and risk of loss passes as soon as the shipment has been set aside by Seller and invoiced to Buyer (subject to Seller's rights as an unpaid Seller), payment shall be made in accordance with invoice as though the products had been delivered and accepted by Buyer and the Seller shall be under no duty to carry insurance thereafter.

**PRICES AND TERMS:** All prices quoted are F.O.B. point of shipment and Seller's standard terms of net 30 days after shipment, subject to the approval of its credit department. On all invoices not paid by maturity date, Seller reserves the right to charge a service fee from the maturity date of said invoice at the maximum lawful interest rate permitted by law, or such lower rate as Seller, in its sole discretion may determine from the date first owed until paid in full. Pro-rata payments shall become due as shipments are made. If Buyer delays shipment or delivery, seller reserves the right to bill upon the date of originally scheduled shipment date and payment shall become due based upon the date of which Seller is prepared to make shipment. Buyer shall be liable for the price of all products substantially conforming to the contract, notwithstanding that Buyer may not have accepted, or may have revoked acceptance of same Seller may, at any time and from time to time, in its sole discretion, limit or cancel the credit of Buyer as to time and amount and as a consequence, may demand payment in cash before shipment of any unfilled portion of this contract and failure of Buyer to make any such payment within 10 days after demand shall constitute an event of default under this contract. Approval of credit for one or more shipments or contracts shall not be deemed a waiver of the provisions of this paragraph. Buyer hereby represents to Seller that is now solvent and agrees that each acceptance of delivery of the products sold hereunder shall constitute reaffirmation of this representation at such time. For any overdue payments, buyer shall pay, in addition to the overdue payment, any reasonable cost of recovery of the debt, reactivation fees, attorneys' fees and court costs incurred in connection with collection. Furthermore, as associated with reoccurring service fees, Buyer is hereto notified that such services may be suspended or permanently terminated upon little or no notice in the event of invoices not being paid by maturity date. For clarity, all amounts payable are non-refundable and shall be paid without deduction, setoff or counterclaim.

**TEMPORARY SUSPENSION:** By providing forty-five (45) day written notice to Seller, Buyer reserves the right to request a one-time suspension of monthly services provided under this Agreement annually, per device. Suspension is permitted for a continuous period of up to 120 days. Seller will adjust the Service rate upon such devices, assessing only a monthly service fee of five (\$5.00) USD per suspended device. This temporary suspension shall not be treated as a default on the part of Buyer in compliance with the conditions of this clause.

**SALES AND SIMILAR TAXES:** Unless otherwise stated, the Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the Buyer hereunder shall pay the amount of any applicable present or future sales, use, excise or other similar tax applicable to the sale of the products.

**DELIVERY:** Seller shall not be liable for any default, delay or reduction in performance or inability to perform occasioned by any cause beyond its control or beyond the control of its suppliers or contractors, including, but not limited to strike, embargo, governmental action or inability to obtain materials. If performance by Seller is delayed by reason thereof, time for performance shall be extended for a period equal to the duration of such cause. If as a result of any such cause, Seller is unable to perform this contract in whole or in part, then to the extent that it is unable to perform the contract shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any.

#### CLAIMS:

(a) Buyer shall be conclusively deemed to have accepted any product sold hereunder, and he shall be barred from any

remedy except as set forth in paragraph "Warranty" including but not limited to, his right to cancel, reject or claim damages for breach of this contract (1) in the case of all claims except a latent defect 14 days after invoice or shipment date whichever is later or (2) in case of a latent defect 30 days after invoice or shipment date or (3) in any event when the product shall have been altered from its original state.

(b) If within the periods of time specified in subparagraph (a) Buyer notifies Seller in writing sent by certified mail of a claimed breach of this contract then (1) Buyer shall together with such notice of such claimed breach offer Seller in writing prompt opportunity to examine the product and the failure to so offer or to afford adequate opportunity for examination by Seller constitutes acceptance and waiver of all claims for breach (2) if Seller determines such claim to be valid, it may within a reasonable time (I) at Sellers option either repair or replace nonconforming part, parts or product or (II) in the case of any product sold under this contract which remains undelivered on the date of delivery Seller may deliver such product and such actions shall be accepted by Buyer as full performance of this contract.

**SEVERABILITY OF BREACH:** Any defect in quality, delay in delivery or non-delivery shall affect only the particular shipment so defective or delayed or not delivered and shall not affect the balance of this contract or any other contract. Any shipment not in dispute shall be paid for on the due date, as provided in this contract, without offset, defense or counterclaim and regardless of any controversy relating to any other shipment or undelivered product.

**DEFAULT BY BUYER:** If Buyer fails, with or without cause, to furnish Seller with specifications and/or instructions for, or refuses to accept deliveries of any product herein sold, or is otherwise in default under or breaches or repudiates this or any other contract with Seller or fails to pay when due any invoice under said contract, all of the foregoing being known as events or event of default, then in addition to any and all other remedies which Seller may have hereunder or by law Seller without notice (1) may invoice and declare due and payable all undelivered products, whether finished or unfinished, under this or any other contract with Seller and/or (2) may defer shipment and delivery hereunder and under any other contract until such event (2) of default is (are) removed and/or (3) may cancel any undelivered portion of this and/or any other contract in whole or in part (Buyer remaining liable for damages including but not limited to the difference between the resale price of such undelivered portion and the contract price thereof) and/or (4) may declare forthwith due and payable all outstanding invoices of Buyer under this or any other contract and/or (5) may at any time and from time to time sell all or any products of Buyer or products held for Buyer for the account of Buyer at public or private sales, Buyer is to be responsible for the costs and expenses of such sale and for any deficiency, Seller accounting to Buyer for any excess (Seller having the right to become buyer of such products at any such sale) and/or (6) Seller may take possession of any products Buyer has failed or refused to receive with the right to hold or sell same as above provided.

**WARRANTY:** SELLER HEREBY EXPRESSLY, EXCLUDES ALL EXPENSES AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, except such warranties as are set forth in this paragraph below ANY COMPONENT SUPPLIED BY PARTIES OVER WHOM SELLER HAS NO CONTROL AS TO THE QUALITY OF THE MANUFACTURE IS HEREBY EXPRESSLY EXCLUDED FROM ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, except as set forth in the express written warranty of the supplier of such component.

- a) Geotab Product Warranty. Geotab will extend to Buyer the product warranty set forth in Geotab End User Agreement, subject to the related limitations, exclusions and disclaimers set forth therein. The Buyer acknowledge that you are responsible for completing and submitting a request for a return merchandise authorization (an "RMA") through Geotab website and return such product to Geotab at your expense and in accordance with Geotab policies and procedures in order to be eligible for warranty repair or replacement.
- b) Geotab Warranty Disclaimer. THE WARRANTY PROVIDED BY GEOTAB IN THIS SECTION IS EXCLUSIVE AND CONTRACTUAL IN NATURE ONLY AND IS PROVIDED IN LIEU OF, AND GEOTAB EXPRESSLY DISCLAIM, ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.
- c) Geotab Intellectual Property Infringement Claims. Geotab will extend to Buyer the indemnification of intellectual property infringement claims set forth in Geotab End User Agreement, subject to the related requirements, limitations and exclusions set forth therein.

**LIMITATION OF PROCEEDINGS:** No action of any kind may be commenced against Seller more than one (1) year from the date Buyer's claim or cause of action against Seller first arose.

**WAIVER:** Waiver by Seller of a breach by Buyer of any provision of this contract shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

**DAMAGES:** Seller's liability shall in no event except in the case of non-delivery exceed the cost of repairing or replacing such part, parts or products or the amount of the purchase price paid with respect to the product on which the claim for damage is based, whichever is lesser (Buyer is to return to Seller any product with regard to which Buyer receives the amount of the purchase price paid) in the case of non-delivery Seller's liability shall not exceed the difference if any between the contract price and the market price on the contract day of delivery of the product to be delivered.

Notwithstanding anything to the contrary in this Contract, as associated with HSPA Wireless Services provided by Telus, the Buyer herein by confirms: (a) to be an end users of Telus who have billing addresses in Canada and with a billing address not outside of Telus' wireless service area in or around Winnipeg in the province of Manitoba (as documented at <http://www.telusmobility.com/en/MB/hspa/canada3gmaps.shtml> as such webpage may change or move from time to time); and (b) that Buyer is not or does not own all or part of a wireless operating company, which includes, but is not limited to, any person or entity in the business of operating and offering PCS, cellular communication, iDen, GSM, CDMA, HSPA, LTE, WiMax or satellite networks. Furthermore, If Buyer use wireless services in Canada, the Buyer agree to the obligations and covenants set out in GeoTab Canadian wireless carrier agreement which are applicable to you, a copy of which is available on our website: <https://www.geotab.com/>

**END USER AGREEMENT:**

1. The Buyer understands and acknowledges that, as a condition of their use of the Geotab products and services, the Buyer must accept and be bound by Geotab end user agreement, as updated from time to time ("End User Agreement") when presented with same upon the installation or update of the Geotab software.
2. Use of Geotab products and services is conditioned on Buyer's acceptance of the Geotab EUA, which is attached hereto, accessible on the Geotab website and available on request.
3. End User Agreement - Platform. If Buyer does not require the installation of the Geotab software and/or click-acceptance of the Geotab EUA ("Platform Services"), Buyer expressly accept and are bound by Geotab End User Agreement in accordance with applicable law as available via <https://www.geotab.com>
4. The Buyer Acceptance of the End User Agreement. The Buyer hereby accept and agree to the End User Agreement if and to the extent the Buyer use the Geotab products or services or purchase our products or services for purposes other than resale or distribution.

**PRODUCT NOTICES.** The Geotab Buyer agrees to review and ensure compliance with any and all applicable product warning, recall or similar notices which are intended for Geotab end users of the Geotab products or services made available on our the Geotab website; specifically, <https://www.geotab.com>

**SELLER IN NO EVENT SHALL HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFIT OR DAMAGES RESULTING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PRODUCT SOLD HEREUNDER.**

## WIRELESS TERMS

The following terms apply if Buyer use wireless communication services (the "Wireless Services") which are purchased from Luminator by Buyer. "You" means the legal entity that you represent which has entered into a purchase agreement with Luminator ("us" or "we"). "Carrier" means the carrier providing such wireless communication services and, if applicable, any reseller or distributor of the Carrier's Wireless Services.

1. You must not use any equipment in connection with the Wireless Services other than equipment we provide, and which is approved and certified by the Carrier. You must only insert SIMs and similar devices into equipment approved by the Carrier.
2. You acknowledge and agree that any requests to activate, deactivate, temporarily suspend or make any change to the Wireless Services or the SIMs will be accepted by the Carrier only from us, and not from you and therefore agree to submit any such requests only to us.
3. You will indemnify and hold us harmless from and against any amounts we are required to pay the Carrier as a result of your actions, omissions or perpetration of any fraud or deceit upon you or any of your direct or indirect agents.

4. You have no contractual relationship with the Carrier and are not, under any circumstances, third party beneficiaries of any agreement between us, Geotab and/or the Carrier. You understand and agree that the Carrier shall have no legal, equitable or other liability of any kind to you.
5. SUBJECT TO NUMBER PORTABILITY RULES UNDER APPLICABLE LAW, YOU HAVE NO PROPERTY RIGHT IN ANY CODE OR IDENTIFIER (INCLUDING ANY NUMBER, PHONE NUMBER, IMEI, IMSI, UNIQUE NETWORK IDENTIFIER, INTERNET PROTOCOL (IP) ADDRESSES, PERSONAL IDENTIFICATION NUMBER OR E-MAIL ADDRESS) ISSUED TO, ASSIGNED TO OR ASSOCIATED WITH YOU OR ANY PRODUCT USED BY YOU IN CONNECTION WITH THE SERVICES PROVIDED TO US BY THE CARRIER (EACH, AN "IDENTIFIER"). YOU ACKNOWLEDGE THAT THE CARRIER MAY CHANGE ANY IDENTIFIER AT SUCH TIME OR TIMES AS THE CARRIER CONSIDERS NECESSARY WITHOUT ANY LIABILITY WHATSOEVER, WHETHER ON OUR PART OR THE PART OF THE CARRIER. YOU FURTHER ACKNOWLEDGE AND AGREE THAT DYNAMIC IP ADDRESSES MAY BE USED WITH RESPECT TO THE PRODUCTS WHICH IP PROVIDED BY THIRD PARTIES AND ACCESSIBLE THROUGH THE SERVICES OR ANY DAMAGES RESULTING THEREFROM.
6. ANY ROAMING SERVICE SHALL BE SUBJECT TO THE RESTRICTIONS THAT MAY EXIST IN THE RESPECTIVE AGREEMENTS BETWEEN A CARRIER AND ITS ROAMING PARTNERS AND APPLICABLE LAW OR REGULATION. THE CARRIER SHALL BE ENTITLED FROM TIME TO TIME AND AT ANY TIME, AT ITS SOLE DISCRETION, TO: (A) ADD, MODIFY OR REMOVE TERRITORIES WHERE ROAMING SHALL BE AVAILABLE TO YOU OR YOUR CUSTOMERS; (B) SUBSTITUTE ROAMING PARTNERS; AND/OR (C) PASS THROUGH ANY APPLICABLE INCREASES IN THE COSTS OF THE WIRELESS SERVICES IN RESPECT OF SUCH CHANGES.
7. Neither us, Geotab nor any Carrier makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and neither us, Geotab nor any Carrier shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology.
8. You expressly understand and agree that the liability and obligations of us, Geotab or the Carrier to you are strictly controlled and limited by the Carrier's tariff, if any, and the laws, rules and regulations of the applicable governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, your exclusive remedy and the total liability of us, Geotab or any supplier of services to you arising in any way in connection with the Wireless Services, for any cause whatsoever, including but not limited to any failure or disruption of Wireless Services provided, shall be limited to payment by us of damages in an amount equal to the amount charged to you for the applicable Wireless Services. In no event shall we, Geotab or the Carrier be liable for any cost, delay, failure or disruption of Wireless Service, lost profits, or incidental, special, punitive or consequential damages.
9. In no event shall we, Geotab or the Carrier be liable for the failure or incompatibility of equipment utilized by you in connection with the Wireless Services. You and your customers shall use equipment at their own risk.
10. You shall indemnify, defend and hold us and the Carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with provision or use of the Wireless Services; or the use, failure to use or inability to use any numbers. This provision will survive the termination of any Wireless Services provided to you and any related agreement for same. You acknowledge that such agreement is assignable by us.
11. Your Wireless Services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the Carrier is terminated. You waive any and all claims against us, Geotab and the Carrier for such suspension or termination.
12. You agree to make good faith efforts to minimize abuse or fraudulent use, to promptly report to us and the Carrier any such abuse or fraudulent use of which you become aware, and to fully cooperate in any investigation or prosecution initiated by us, Geotab or the Carrier. You acknowledge that Wireless Services to any of our products or to you may be restricted or cancelled if there is in the Carrier's sole discretion a reasonable suspicion of abuse or fraudulent use. The Carrier shall use commercially reasonable efforts to provide prompt notice of the restriction or termination to you. You further acknowledge that the Carrier may temporarily block automatic roaming in a particular portion of the territory that the Carrier services which is experiencing fraudulent usage. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by you or your customers, their employees, agents or persons authorized by you or your customers to use the Wireless Services.
13. You may use the Services for Web browsing, messaging, and similar activities on equipment approved by the Carrier and not on any other equipment. Unless explicitly permitted by the plan for your Wireless Services, other uses, including for example, tethering a device to a personal computer or other hardware, are not permitted. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) any activity that adversely affects the ability of other users or

systems to use either the Carrier's services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (c) any activity that the Carrier in its sole discretion deems may harm its transmission facilities in any way; or (d) accessing, or attempting to access without authority, the information, accounts or devices of others, confidential information or subscriber information or any activity relating to or causing a security breach, or to penetrate, or to attempt to penetrate, the Carrier's or another entity's network or systems.

14. You: (a) are fully responsible for any unauthorized collection, access, disclosure, and use (other than by us or the Carrier) of all information relating to your use of the products; (b) will implement administrative, physical, and technical safeguards to protect this information; (c) will maintain an up-to-date privacy policy that fully explains (i) what information you collect, including information collected, (ii) how you use that information, (iii) how you secure that information, and (iv) to whom you disclose that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, data protection, marketing, and consumer protection laws, including without limitation, any obligation regarding consent and opt-in / opt-out mechanisms. We make no guarantees or warranties that Geotab services which include specific solutions, including, by way of example and not limitation, medical/health alert solutions, burglar/security alarm solutions or people tracking solutions, will detect, avert or prevent occurrences of the type for which they are designed.
15. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF BY VIRTUE OF THIS AGREEMENT, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE CARRIER. IN ADDITION, THE WIRELESS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS
16. AVAILABLE" BASIS. YOUR USE OF THE WIRELESS SERVICES IS AT YOUR SOLE RISK. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES: (a) REGARDING THE PROVIDER, SCOPE OR NATURE OF CONTENT OR SERVICES THAT WILL BE AVAILABLE BY DEFAULT TO YOU OR YOUR CUSTOMERS FROM THIRD PARTIES THROUGH THE WIRELESS SERVICES; (b) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE OR NON-INFRINGEMENT) OR (c) REGARDING RESULTS TO BE OBTAINED BY YOU IN CONNECTION WITH THE USE OF THE WIRELESS SERVICES OR THAT ACCESS TO OR USE OF THE WIRELESS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFORE.