

## Appendix 3A

### Telematics Solution

#### 1. General

This Appendix forms a jointly applicable part of your Agreement with Shell. In the event of any conflict or inconsistency between the terms of Appendices 3A and 3B (“Telematics Agreement”) and the Corporate Shell Fuel Card Terms and Conditions in the Principal Cardholder’s Shell Fuel Card Agreement (“Agreement”), the Telematics Agreement shall prevail for purposes of the Services.

#### 2. Definitions and Interpretation

In addition to the definitions set out in the Agreement, the following words, terms or expressions shall have the following meanings in the Telematics Agreement:

“**Data**” means in relation to either party whose data is required to be stored pursuant to this Telematics Agreement (a “Data Controller”), means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the other party by or on behalf of the Data Controller or to the Data Controller by or on behalf of the other party; or (ii) generated, processed, stored or transmitted by the Data Controller pursuant to this Telematics Agreement.

“**Drivers**” means the drivers using the Vehicles subject to the Services rendered under this Telematics Agreement, including, but not limited to, permanent or temporary employees, contractors, trainees or other members of staff.

“**Driver ID and Driver Fob**” means driver identification enabled devices which may include but are not limited to a buzzer, iButton reader and an iButton fob which is used to identify an individual driver of the Customer.

“**Hardware**” means any hardware required to enable the Telematics Solution delivery to the Principal Cardholder (which may include but is not limited to: telematics “dongle”, antenna and power supply as specified by the Principal Cardholder, or any other hardware as required), which shall be installed in a Vehicle.

“**Rental Equipment**” means the any hardware leased by the Principal Cardholder from Shell which is required to enable the Telematics Solution delivery to the Principal Cardholder (which may include but is not limited to the following: telematics “dongle”, antenna and power supply as specified by the Principal Cardholder as well as any Driver ID and Driver Fob, or any other hardware as required), which shall be installed in a Vehicle to enable the provision of the Telematics Solution.

“**Services**” means the telematic services provided by Shell to the Principal Cardholder pursuant to this Telematics Agreement.

“**Subscription Fees**” means the cumulative monthly subscription fees payable by the Principal Card Holder to Shell for the Services, which may vary depending on the nature of the Telematics Solutions provided in the Offer Letter;

“**Telematics Data**” means any Data collected, collated or derived from the use of the Telematics Solution by the Principal Cardholder;

“**Telematics Solution**” means the Hardware and Services provided under this Telematics Agreement;

“**Vehicle**” means any vehicle legally owned, hired or leased by the Principal Cardholder and which the Principal Cardholder has designated for the installation of the Hardware.

The following terms and conditions apply between Shell and the Principal Cardholder for the Telematics Solution via the Shell Card:

### **3. Telematics Solution**

Shell agrees to provide the Telematics Solution to the Principal Cardholder for the duration as stated in the Offer Letter (Telematics Term). If the Agreement for other Shell services and products expires before the end of the Telematics Term, this Telematics Agreement will apply until the Telematics Term expires.

### **4. Services**

The Services may only be activated once the Principal Cardholder has registered for the Services, and upon the necessary Hardware being installed. The Services will be provided both via an internet portal (the "Shell Telematics Portal") and/or a mobile phone application ("Shell Telematics App").

Shell may from time to time launch new Services. The Principal Cardholder shall be responsible to pay for any additional charges for any new Services that it wishes to purchase.

### **5. Hardware**

The Principal Cardholder may elect to purchase or lease the Hardware from Shell, for the purposes of the provision of Services.

Where the Principal Cardholder elects to purchase the Hardware, the following conditions shall apply: -

- (a) Principal Cardholder shall pay an installation fee to Shell upon completion of installation of the Hardware in a Vehicle; and
- (b) Title to the Hardware transfers from Shell to the Principal Cardholder when Shell receive payment for the Hardware; and
- (c) The Principal Cardholder shall procure that the Hardware is used in accordance with this Telematics Agreement.

Where the Principal Cardholder elects to lease the Hardware, the following conditions shall apply: -

- (a) Shell hereby leases the Rental Equipment to the Principal Cardholder throughout the period of subscription of the Services subject to the terms and conditions stated herein, and shall procure that the Rental Equipment is installed in accordance with this Telematics Agreement;
- (b) Time is of the essence for the Principal Cardholder's payment of the Subscription Fees for the Rental Equipment to Shell;
- (c) Title to the Rental Equipment shall remain with Shell at all times, and nothing contained in this Telematics Agreement shall confer or be deemed to confer any interest in the title of the Rental Equipment on the Principal Cardholder;
- (d) The Principal Cardholder shall procure that the Hardware is used in accordance with Shell's instructions as may be notified to the Principal Cardholder, and as may be updated by Shell at any time and from time to time;
- (e) The Principal Cardholder shall exercise due care to safeguard each item of Hardware and not permit any alterations, adjustments, connections, disconnections or repairs without prior authorisation by Shell in writing;
- (f) The Principal Cardholder shall inform Shell as soon as the Principal Cardholder becomes aware of any damage to, defect in, loss or theft of the Hardware; and
- (g) In the event the Principal Cardholder also signs up for Driver ID and Driver Fob, the Principal Cardholder will need to notify Shell in writing of the specific driver identity per Vehicle for use of Driver ID and Driver Fob. Shell will provide two (2) Driver Fobs per Driver ID installation. The processing of Personal Data of the drivers covered by Driver ID and Driver Fob Services shall be subject to the provisions of Clause 15 below.

The Principal Cardholder shall accept the Hardware in the condition in which they are at the date of installation of the Hardware into the Principal Cardholder's Vehicles. Shell does not in any way represent or warrant that the Hardware will be (i) without fault, defect or deficiency; (ii) new on delivery; and (iii) in strict conformance with any specification, drawing or description supplied by Shell to the Principal Cardholder, unless otherwise agreed. Following acceptance by the Principal Cardholder of the Hardware upon installation, all warranties expressed or implied by statute, common law, custom, usage or otherwise are expressly excluded.

## **6. Hardware Installation**

The Principal Cardholder can request installation of the Hardware by Shell. The applicable fee and date for installation will be agreed between the Parties. The installation may be performed by a third party engaged by Shell. Where the Principal Cardholder cancels an arranged installation with less than twenty-four (24) hours' notice, or otherwise fails to present the vehicle at the agreed date, time or place of installation the Supplier may charge the Principal Cardholder a no show charge per vehicle at S\$55 per vehicle.

If the Hardware is not installed by Shell, Shell shall not be liable for any loss or damage, arising directly or indirectly, as a result of any negligence or failure to comply with this Telematics Agreement or installation instructions.

## **7. Shell Telematics Portal and Shell Telematics App**

The functionalities of the Telematics Solution will be accessible through the Telematics Portal and/or the Telematics App (when available). The features available will depend on the applicable Subscription plan but will include:

- (a) Live Map;
- (b) Journey History;
- (c) Driver Performance;
- (d) Vehicle Performance;
- (e) Geo Plus;
- (f) Business/private mileage;
- (g) Privacy.

\*The Principal Cardholder acknowledges that not all the above functionalities are available on the Shell Telematics App.

The Services can be accessed by the Principal Cardholder and its users through the Shell Telematics Portal and/or the Shell Telematics App, including:

- (a) View real-time information about the Principal Cardholder's Vehicles (e.g. location of Vehicles and drivers of the Vehicles);
- (b) Monitor driver behaviour and view analytics on driver behaviour;
- (c) Change settings for the Services in tracking drivers and setting up of groups of drivers;
- (d) Set location alerts and reminders for location-based events (e.g. when driver A is in an unauthorised area or uses an unauthorised route; and
- (e) analyse such information using reporting facilities.

## **8. Safety**

The Telematics Solution can include the provision of communication tools, alerts and high priority messages. It is the driver's responsibility to use the Telematics Solution safely and with care, and to

decide what action is to be taken upon receiving a message or alert. Shell is not responsible for the actions of drivers while using the Telematics Solution.

## **9. Unauthorised use**

The Principal Cardholder is liable for the use of the Shell Telematics Portal and/or the Shell Telematics App by any person, authorised or unauthorised, who accesses the Shell Telematics Portal and/or the Shell Telematics App using any passwords and/or user IDs issued to the Principal Cardholder even if the Principal Cardholder has not consented to such use or was unaware of it, unless the use occurs three (3) working days or more after Shell has received a written request from the Principal Cardholder to block access and his access information. If unauthorised transmission of user name and/or password has occurred, the Principal Cardholder shall notify Shell immediately in writing to have these reset or changed. Shell shall not be liable for improper use of user names and passwords within and/ or in the control of the Principal Cardholder's organisation.

## **10. The Service**

In addition to clause 5.9 of the Agreement:

Shell is not responsible for the consequences of changes made to the functionality of the Hardware, or the Services via the Shell Telematics Portal and/or the Shell Telematics App. Shell reserves the right to change the design of the Shell Telematics Portal and Shell Telematics App at any time and the nature and manner in which the Data within it are displayed.

The Principal Cardholder acknowledges and agrees that the Telematics Solution including any related content or service are provided "AS IS AND WITH ALL FAULTS", and are used at the Principal Cardholder's risk, without any warranties of any kind, including but not limited to fitness for purpose, reliability, availability, accuracy or completeness of responses, virus free, uninterrupted or error free operation.

## **11. Other Provider Terms**

The Telematics Solution contains or functions in connection with software, services and other products offered by third-party companies ("Other Providers"). Shell is obliged to pass on the terms and conditions listed in Appendix 3B including any amendments made by the Other Providers from time to time to the Principal Cardholder which are hereby incorporated into this Agreement.

## **12. Liability**

In addition to the exclusions in clause 15 of the Agreement, Shell's liability for the Telematics Solution does not exceed the amount paid for the affected Telematics Solution. Further restrictions imposed by Shell's Other Providers are set out in Appendix 3B.

## **13. Termination**

If the Principal Cardholder terminates the Offer Letter and the Telematics Agreement during the Telematics Term, then the Principal Cardholder will be liable to pay termination charges set out below for the remaining duration of the Telematics Term.

At the expiry of the Telematics Term, the Principal Cardholder may terminate the Offer Letter and Telematics Agreement with 30 days' written notice to Shell. Otherwise the Offer Letter and Telematics Agreement will continue as a rolling one month contract.

Termination charges:

For Telematics Term of 12 months: S\$10 per device for each remaining month (or part thereof) of contract

For Telematics Term of 24 months: S\$ 5 per device for each remaining month (or part thereof) of contract

In addition to clause 14 of the Agreement, on termination:

- (a) the right of the Principal Cardholder to receive the Services shall cease immediately (but without prejudice to the rights of Shell already accrued at the date of termination);
- (b) Shell shall electronically de-activate the Hardware; and
- (c) if the Principal Cardholder has elected to lease the Hardware, then the Principal Cardholder shall remove the Rental Equipment from all of its Vehicles at its sole cost with Shell's designated contractors and shall uninstall the Shell Telematics App from all devices, and return the Rental Equipment in good, marketable condition within 30 working days of the date of termination.

In relation to paragraph (c) above, if the Principal Cardholder fails to remove and return the Rental Equipment within 30 days from the date of termination, the Principal Cardholder shall also pay to Shell a hardware loss charge calculated at the cost of purchasing the Hardware and one (1) month of Subscription Fees as set out in the Offer Letter for the Rental Equipment.

#### 14. Confidentiality

“**Confidential Information**” means, without limitation, the terms of the this Appendix and all financial, operational, commercial and other information, data, experience and knowledge of either Party or its Affiliates relating to the subject matter hereof and which is directly or indirectly disclosed hereunder whether in writing, oral or electronic form, including without limitation, a Party's or a Party's Affiliates' pricing information and information related to a Party's or a Party's Affiliates' product formulations and any branding of the Telematics Solution.

The Parties will:

- (i) not disclose to any third party (other than an Affiliate) any Confidential Information obtained or received from (or on behalf of) the other except with the other's prior written consent or as required by applicable law; and
- (ii) before disclosing Confidential Information to any Affiliate or to its directors, officers or employees, agents or advisers, to ensure that such person is aware of the discloser's obligations hereunder, ensure compliance by such person and be liable for any breach of such obligations by such person.

The receiving Party's undertaking given in clause 7 of the Agreement (offer letter for Shell Fuel Card) shall continue insofar and for so long such Confidential Information:

- (i) is not or has not become part of the public knowledge or literature without breach of these undertakings by the receiving Party; or
- (ii) is not lawfully known by the receiving Party or its Affiliate without binder of secrecy at the time of receipt hereunder; or
- (iii) has not been disclosed to the receiving Party by a third party (other than one disclosing on behalf of the other party) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same; or
- (iv) is developed by the receiving Party independently from Confidential Information received or obtained hereunder.

By using the Services, the Principal Cardholder shall consent to and shall ensure its users and drivers acknowledge, are aware of and consent to the terms of use and data privacy policy set out within the

Shell Telematics Portal and the Shell Telematics App as set out by Shell and as updated from time to time.

If the Principal Cardholder intends to sell or give away the mobile device on which the Shell Telematics App is installed, the Principal Cardholder shall ensure its users and drivers must uninstall the Shell Telematics App from such mobile devices to prevent the use of any Shell Telematics App data by an unintended recipient. Upon the termination of these Services by Shell or the Principal Cardholder, the Principal Cardholder and its users and drivers shall no longer have any access to the Shell Telematics App and the Shell Telematics Portal.

## **15. Personal Data**

15.1 Any Telematics Data collected through the Hardware, the Shell Telematics Portal or Shell Telematics App will be provided to Shell in its capacity of Data Controller and shall be transferred to the third party developer of the Services, Geotab Inc, acting in its capacity of Data Processor. By use of the Shell Telematics Portal, downloading and activating the Shell Telematics App on any mobile device, or by installing the Hardware in the Vehicle, Principal Cardholder consents to the collection, use, and processing of Personal Data for the purposes as set out in Clause 15.3 below and in line with the Privacy Statement at Appendix 1 as well as any further and additional Privacy Policy for the Shell Telematics Portal that shall be communicated to the drivers and the users of the Shell Telematics Portal and/or the Shell Telematics App.

15.2. The Parties hereby acknowledge that the Principal Cardholder, in its capacity as independent Data Controller, has provided to Shell the Personal Data of the drivers using the Vehicles subject to Services rendered under this Telematics Agreement.

15.3. In addition to the purposes defined in the Agreement, in the course of performing this Telematics Agreement and/or for the purposes as set out below, the Principal Cardholder consents and agrees (with respect to its Personal Data) to the collection, use, processing and transfer of Personal Data by Shell, its Affiliated Companies and other authorised agents or service providers (including but not limited to payment banks and debt collection agencies) for the purposes of the transactions and performance contemplated under this Telematics Agreement for the purposes:

- maintaining and promoting contact and relationship with Principal Cardholder and the drivers using the Vehicles subject to Services rendered under this Telematics Agreement;
- analysis of the Telematics Data
- maintenance of Hardware and the Services (contacting customer for installation, uninstallation and fixes)

15.4 Where the Principal Cardholder has provided Shell with Personal Data of Drivers or where the Services generate personal data relating to the Drivers, the Principal Cardholder shall provide these Drivers with the information contained in the Shell Fleet Solutions Privacy Statement, (Appendix 1 of the Agreement) (also available at <http://www.shell.com.sg/privacy.html>) and obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws.

15.5. If the Principal Cardholder has terminated the Services hereunder, Shell shall procure and ensure that the abovementioned third party developer Geotab Inc. shall remove, destroy, anonymise or delete any Personal Data collected, transferred, processed and retained in the performance of the Services hereunder, within a reasonable timeframe

## Appendix 3B

### Telematics SOLUTION End User Agreement (EUA)

1. This end user agreement ("EUA") sets out important additional terms and conditions which apply to the use of the Telematics Solution and affect your rights and obligations.
2. You accept the terms and conditions in this Appendix 3B including any amendments that Geotab or the Other Providers make from time to time.
3. In addition to the provisions of clause 29 of the Agreement, Geotab is a third party beneficiary of this Annex and it is intended that this Annex can be enforced by Geotab.
4. If You do not agree to the terms of this EUA, You may not use the Telematics Solution (or any accompanying hardware and/or software).

#### SECTION A: GEOTAB TERMS

1. For the purposes of Sections A and B, references to: (A) "we", "us" or "our" below mean Shell; and (B) "you" or "your" means the Principal Cardholder.
2. **LICENSE.** We grant You a limited, revocable, non-exclusive right to use any software, firmware, and intellectual property (collectively "software") embodied in Telematics Solution solely for Your own internal business purposes and solely in connection with Your use of our in-vehicle telematics devices, on the condition and so long as You comply with all terms and conditions of this EUA. Except as otherwise provided herein, such rights are non-assignable, non-transferrable, and non-sublicensable. You may not extract, copy or use the software in connection with any other Product or for use on any other device.
3. **PRODUCTS OWNERSHIP.** The Telematics Solution is protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to You hereunder, except for the rights expressly granted to You under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Telematics Solution and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any mark, label, or legend from the Telematics Solution.
4. **PROTECTIVE MEASURES.** The Telematics Solution may contain technological measures (including the ability to disable the Telematics Solution) designed to prevent the illegal usage of software or other violations of this EUA or applicable law. You agree not to circumvent or attempt to circumvent such measures.
5. **UPDATES AND PATCHES.** We and our suppliers shall continuously improve our Telematics Solution and may, from time to time, cause software updates to be automatically installed with or without prior notification to You or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.
6. **RESTRICTIONS.** To the fullest extent permissible under applicable law, You agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of the Telematics Solution, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Telematics Solution; (c) use the Telematics Solution in a manner that violates laws or rights of others; (d) use the Telematics Solution: as part of a failsafe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems or 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.

**COMPLIANCE.** You shall comply with all applicable laws, including export control laws and regulations of the European Union, USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Telematics Solution cannot be exported to, or used in, countries listed on Canada's Area Control List, including (as of the date of this EUA) North Korea as well as China and Russia. Your obligations in the Agreement in relation to Trade Control Laws and Anti-bribery Laws apply equally to the Telematics Solution.

7. SECURITY. You should keep all user identification and passwords (Your "Login Credentials") secure. You are solely responsible for any actions taken using Your Login Credentials. If You believe the security of Your Login Credentials has been compromised, or You suspect unauthorized use, You must promptly notify us. We and our suppliers will be entitled to treat all communications, instructions and transactions as authorized by You if Your Login Credentials are used, unless You have notified us of a compromise or unauthorized use of Your Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on Your account, we and our suppliers reserve the right to terminate or suspend Your access to our website or any applicable services or both and will use reasonable efforts to contact You.
8. CONFIDENTIALITY AND DATA TRANSFER. We and our suppliers will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control and make these measures and policies available to You on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the Telematics Solution. You shall not provide third parties with access to any software and non-public information in and regarding the Telematics Solution and any other confidential information that we or our suppliers provide without our prior written consent, except to Your own employees, subject to adequate confidentiality agreements.
9. YOUR VEHICLE DATA. With respect to any vehicle data generated by and associated with the devices installed in Your vehicles ("Individual Vehicle Data") that is transmitted or processed using the Telematics Solution, You hereby instruct us and our suppliers and grant us and our suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us and our suppliers, including the provision, administration, troubleshooting and improvement of the Telematics Solution or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in Your vehicle database (such as vehicle VIN), from time to time in certain jurisdictions we or our suppliers may query, on a confidential basis, databases maintained by reputable third-party providers for additional information.
10. AGGREGATED DATA. You acknowledge that our supplier compiles, stores and uses aggregated data and system usage information to monitor and improve the Telematics Solution and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Our supplier will not attempt to disaggregate the data or re-associate it with a device without Your consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.
11. FEEDBACK. You understand and agree that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that You provide or which is made available to or gathered by our supplier arising from or related to Your use, testing, integration or evaluation of the Telematics Solution, including our supplier's website and including in the course of utilizing support, maintenance or other services ("Feedback"), shall be jointly owned by Geotab and its suppliers as tenants in common (and for greater certainty, no party will have a duty to account to any other party and each party will be free to use, exploit, modify, transfer or sell Feedback or its rights therein or thereto without the consent of any other party). Without limiting the generality of the foregoing, Feedback may be used by Geotab and its suppliers to modify, enhance, maintain and improve the Telematics Solution or otherwise without any obligation or payment to You or to any of Your customers whatsoever.
12. INSTALLATION WARNING. Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Your vehicles. If You are uncertain that You have the requisite skills and understanding to install Telematics Solution, You must consult with an authorized reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Your vehicle. Installation or servicing may also require modifications to Your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install the Telematics Solution without adequate knowledge of our Telematics Solution, proper installation, configuration, servicing, repair or removal procedures, or Your vehicle may result in damage to the Product or Your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized reseller or installer will be at Your sole risk. You hereby release and forever discharge, and will indemnify and hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which You or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the same.
13. ASSIGNMENT. This Agreement and any rights granted to You under this EUA may not be transferred or assigned by You, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that You may assign this EUA in its entirety



to a purchaser of all or substantially all of Your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to us. Subject to the foregoing, this EUA will inure to the benefit of and be binding upon the respective successors and permitted assigns of You and us. This EUA may be assigned or novated by us in our sole discretion by way of written notice to You.

14. LIABILITY. You agree that Geotab has no liability to You, whether direct, indirect, consequential or otherwise and You hereby waive any and all such claims and demands.

## B. OTHER PROVIDER TERMS

1. By accepting the above terms, You also accept these Other Provider terms. The Telematics Solution contains or functions in connection with software, services and other products made or offered by companies that are not affiliated with us or Geotab, many of which require us to pass through their terms to You and/or require You to accept their terms as a condition to Your use of our Telematics Solution. These Other Provider terms contain important terms and conditions that affect Your rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider terms as part of the above terms, You agree to accept amended versions of such Other Provider terms. You agree that it is Your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

Other Provider terms of use and privacy policies:

<b>Service</b>	<b>Provider(s) – terms set out below</b>
Telematics Solution	Geotab
Data Storage	Geotab and Google Cloud Platform Terms
Posted Speed Limit Data	HERE
Maps	<ul style="list-style-type: none"><li>• Google Maps</li><li>• HERE Maps</li><li>• Mapbox</li></ul>
Wireless Telematics Solution	Geotab and its carriers

### 2. DATA STORAGE

More than one provider for data storage services is used to deliver the Telematics Solution. Currently we use a third-party co-location facility in Canada to house the data storage servers, and we use Google Cloud Platform as the primary cloud data storage provider. As such, Your data will be stored either on servers at the Canadian co-location facilities or on Google's servers in various locations. The following terms are applicable to data storage services. If You have any questions about where Your Individual Vehicle Data is stored, please contact us.

Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of Your data by us, our supplier and/or Google according to this EUA using Google's Cloud Platform. Additionally, You consent to Google processing and storing Your data anywhere Google or its agents and sub-processors maintain facilities for which we or our supplier has contracted, except if You are located in Europe, in which case we and our supplier have made arrangements to have Your data stored on Google servers in Europe. By using the services, You consent to this processing and storage of Your data. Under this EUA, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of Your data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

### 3. POSTED SPEED LIMIT DATA

If You are using posted speed limit data provided by HERE, the following terms apply to You.

Copyright. The posted speed limit data ("Speed Data") is provided for Your personal, internal use only and not for resale. It is protected by copyright and is subject to the following terms and conditions which are agreed to by You, on the one hand, and us, our supplier, and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notice/>. All rights reserved.

Internal Business Use Only. You agree to use this Speed Data together with the Telematics Solution and services for the internal business purposes for which You were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, You may copy this Speed Data only as necessary for Your internal business use to (i) view it, and (ii) save it, provided that You do not remove any copyright notices that appear and do not modify the Speed Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where You have been specifically licensed to do so by us or our supplier, and without limiting the preceding paragraph, You may not (a) use this Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

HERE End User Terms. Except for use as part of the Telematics Solution, where You have been specifically licensed by us and/or our supplier, You agree that You are bound by the HERE End User Terms, available at: <https://legal.here.com/en/terms/eula/us>.

#### 4. GOOGLE MAPS TERMS

If You are using map data provided by Google, the following terms apply to You.

Google Universal Terms of Service. You agree to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps Terms. You agree to be bound by the Google Maps Terms, available at: [https://www.google.com/help/terms\\_maps.html](https://www.google.com/help/terms_maps.html).

Google Legal Notices. You agree to be bound by Google's Legal Notices, available at: [http://www.google.com/intl/en-us/help/legalnotices\\_maps.html](http://www.google.com/intl/en-us/help/legalnotices_maps.html).

Google Maps Acceptable Use Policy. You agree to be bound by the Google Maps Acceptable Use Policy, available at: [https://www.google.com/work/earthmaps/legal/universal\\_aup.html](https://www.google.com/work/earthmaps/legal/universal_aup.html).

License to Google under Privacy Policy. You agree to grant Google a license to use Your data to enable Google to provide and improve the map service and treat Your data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_integrator\\_territory.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html).

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with the Product and Google services - to us and our supplier obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction,

release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgments, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts."

All access or use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in Legal Notices; set out here for convenience:

- 1) This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- 2) This computer software may be:
  - a) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
  - b) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
  - c) Reproduced for safekeeping (archives) or backup purposes;
  - d) Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
  - e) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
  - f) Used or copied for use with a replacement computer.
  - g) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
  - h) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
  - i) This notice will be marked on any reproduction of this computer software, in whole or in part.

## 5. HERE MAPS TERMS

If You are using map data provided by HERE, the following terms apply to You.

HERE End-User Terms. You understand and acknowledge that map and related data or services provided by or through HERE (the "HERE Location Platform Services"), is subject to HERE's end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and "report and issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and You confirm that You accept and agree to such End User Terms.

## 6. MAPBOX MAP TERMS

If You are using map data from Mapbox, the following terms apply to You.

License to Use Your Data. Limited to the purpose of hosting Your content so that mapping services can be provided, You grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror Your content on its distributed platform. You warrant, represent, and agree that You have the right to grant Mapbox these rights.

US Government. If You are a US Government User there are modified/additional terms that apply to You; available at: <https://www.mapbox.com/usg-tos/>.

### C. WIRELESS PROVIDER TERMS

These terms apply when the mobile data connectivity to the in-vehicle device are provided by the Telematics Solutions provider Geotab Inc. and apply equally to our provision of the Telematics Solutions to you.

You also accept these supplementary Wireless Provider Terms which Geotab Inc's wireless providers require Shell to pass through to You which relate to the wireless services used to transmit Individual Vehicle Data from the device installed in Your vehicle to the servers that deliver the Telematics Service. These Wireless Provider Terms contain important terms and conditions that affect Your rights and obligations. Some of the wireless carriers reserve the right to amend their terms from time to time, as specified below and by accepting such Wireless Provider Terms as part of this EUA, You agree to accept amended versions of such Wireless Provider Terms.

For the purposes of these supplementary wireless terms:

"You" means the legal entity that You represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. ("us" or "we"). References to the "underlying carrier" refer to the provider of the wireless communication services and references to "reseller" refer to any reseller of wireless services provided by an underlying carrier from whom we procure wireless communication services, such as an MVNO.

1. You acknowledge that the services provided by the underlying carrier are made available only when the Telematics Solution are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier's reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the reseller's agreement with the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.
2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of Your details or other information over the internet; (c) if You desire to secure transmission of data, You must provide for Your own means of doing so; and (d) other than the in vehicle device and our servers used to provide the Telematics Service You assume full responsibility for the establishment of appropriate security measures to control access to Your own respective equipment and information. YOU UNDERSTAND THAT WE, THE RESELLER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT NONE OF US, THE RESELLER OR THE UNDERLYING CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.
3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to this EUA and the provision of wireless services, as we request from time to time.
4. (a) You will be fully responsible for all SIM Cards supplied by us. You agree not to remove such SIM Cards from the in vehicle device or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Hardware for which it has been designated. You must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner. You will be responsible for any and all charges and other fees incurred with respect to the SIM Cards

supplied to You by us, including fees for unauthorised services. You may not resell any wireless services provided to You hereunder.

(b) You will not abuse or make fraudulent use of the wireless services. You will promptly report to us any such abuse or fraudulent use of which You become aware, and You will fully cooperate in any investigation or prosecution initiated by us or the underlying carrier. Wireless services to You may be restricted or cancelled if there is, in the underlying carrier's sole discretion, a reasonable suspicion of abuse or fraudulent use. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by You, Your employees, agents or persons authorised by You to use the wireless services.

5. Subject to the 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 underlying carrier (each an "Identifier"). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and Your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.
6. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER OR THE RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER, BETWEEN US AND ANY RESELLER OF ANY UNDERLYING CARRIER, OR BETWEEN ANY RESELLER AND ANY UNDERLYING CARRIER. YOU ALSO UNDERSTAND AND AGREE THAT ANY AGREEMENT BETWEEN US AND A RESELLER DOES NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN US AND THE UNDERLYING CARRIER OF SUCH RESELLER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER, ANY RESELLER OF ANY UNDERLYING 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 FROM THIRD PARTIES THROUGH THE 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 COMMUNICATION SERVICES OR THAT ACCESS TO OR USE OF THE WIRELESS COMMUNICATION 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 THEREFOR. THE UNDERLYING CARRIER IS NOT LIABLE TO YOU FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY COVERAGE MAP INFORMATION, INCLUDING THE ACCURACY THEREOF.
7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to You are strictly controlled and limited by the underlying carrier's tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.
8. YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AGAINST US, AND OUR EXCLUSIVE REMEDY AGAINST AN UNDERLYING CARRIER OR A RESELLER THEREOF, AND THE TOTAL LIABILITY OF US, ANY RESELLER, THE UNDERLYING CARRIER OR ANY SUPPLIER OF WIRELESS SERVICES TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY IN CONNECTION WITH THE WIRELESS SERVICES, IN CONNECTION WITH OUR AGREEMENT WITH AN UNDERLYING CARRIER OR A RESELLER THEREOF, OR ANY FAILURE OR DISRUPTION OF WIRELESS SERVICES AND CONSEQUENTLY THE TELEMATICS SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU TO US FOR THE WIRELESS SERVICES DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY COST, DELAY, FAILURE OR DISRUPTION OF SERVICE, LOST PROFITS (DIRECT OR INDIRECT) OR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THE FAILURE OR INCOMPATIBILITY OF NON AUTHORISED EQUIPMENT UTILISED BY YOU IN CONNECTION WITH THE SERVICES.
9. IN CONNECTION WITH THE WIRELESS SERVICES YOU SHALL INDEMNIFY, DEFEND (IF REQUIRED BY US OR THE UNDERLYING CARRIER) AND HOLD HARMLESS US, THE RESELLER AND THE UNDERLYING CARRIER, AND THE OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH ANY AGREEMENT BETWEEN US AND THE RESELLER OR THE UNDERLYING CARRIER OR THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE TELEMATICS SERVICES OR ANY IDENTIFIER OR YOUR ACTIONS, OMISSIONS, UNLAWFUL, FRAUDULENT OR DECEPTIVE USE OF THE WIRELESS COMMUNICATION SERVICES. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS EUA. THIS

PROVISION WILL SURVIVE THE TERMINATION OF ANY TELEMATICS SERVICES PROVIDED TO YOU AND ANY RELATED AGREEMENT FOR SAME. YOU ACKNOWLEDGE THAT SUCH AGREEMENT FOR WIRELESS SERVICES IS ASSIGNABLE BY US.

10. Subject to the terms of this EUA, unless You provide express consent or disclosure is pursuant to a legal power, all information kept by us, the reseller or the underlying carrier regarding You, is confidential and may not be disclosed by us, the reseller or the underlying carrier to anyone other than: (a) You; (b) the underlying carrier or the reseller; (c) a person who, in our reasonable judgement or that of the underlying carrier or the reseller, is seeking the information as Your agent; (d) another telecommunications carrier, telephone company or other person providing services to a telecommunications carrier, provided the information is required for establishment of, or the efficient and cost-effective provision of services and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) an agent retained by us, the reseller or the underlying carrier in the collection of Your account, or to perform other administrative functions for us, the reseller or the underlying carrier, provided the information is required for and is to be used only for that purpose; (f) to a law enforcement agency whenever we or the underlying carrier has reasonable grounds to believe that You have knowingly supplied us or the underlying carrier with false or misleading information or You are otherwise involved in unlawful activities; or (g) a public authority or agent of a public authority, if in our reasonable judgment or that of the underlying carrier, it appears that there is imminent danger to life and property which could be avoided or minimised by disclosure of the information. Express consent may be taken to be given by You where You provide: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; (iv) electronic confirmation via the internet; (v) oral consent, where an audio recording of the consent is retained by us; or (vi) consent through other methods, as long as an objective documented record of customer consent is created by us or by an independent third party.
11. You may only roam incidentally to Your use of the services in Your country of residence. The underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to You in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to You if they discover or suspect that the services are being used in a fraudulent manner. The underlying 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; (b) substitute roaming partners; and/or (c) pass through any applicable increases in the costs of the wireless communication services in respect of such changes. You acknowledge that not all wireless communication services 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. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof 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. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside Your country of residence.
12. (Canada Only) If applicable, as a condition of Your use of any HSPA wireless communication services provided by Telus or any of its affiliates, You represent, warrant and covenant that: (a) Your billing address is and will remain in Canada; (b) Your billing address is 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 (c) You are not a wireless operating company and do not, directly or indirectly, 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.
13. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System ("GPS"). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which Your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. You understand and agree that the underlying carrier may collect and use location information from Your equipment.
14. You: (a) are fully responsible for any unauthorised collection, access, disclosure, and use (other than by us, our subcontractors or the underlying Carrier) of all information relating to Your use of the products; and (b) will comply with all applicable laws, including without limitation data security, privacy data protection, marketing, and consumer protection laws, including, without limitation, any obligations regarding consent and opt-in/opt-out mechanisms.
15. We may terminate the provision of wireless communication services to You without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof expires or terminates.
16. If our agreement with an underlying carrier or a reseller thereof is terminated, You may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier's or reseller's then-current terms and conditions.
17. Geotab and the underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take any equitable or legal action required to enforce same.
18. We may change, modify or amend these terms at any time in accordance with the terms of this EUA, provided however the

notice period applicable will be 15 days.