

## **Wireless Provider Terms in Geotab End User Agreement**

By accepting the Geotab End User Agreement, you also accept these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers. Our wireless providers require us to pass certain terms and restrictions through to you. 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 the Geotab End User Agreement, you agree to accept amended versions of such Wireless Provider Terms.

The following terms apply if you have subscribed for wireless communication services through Geotab Inc. "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 services provided by an underlying carrier from whom we procure wireless communication services.

1. You acknowledge that the services provided by the underlying carrier are made available only when the Products 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 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 number 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) 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 the End User Agreement and the provision of wireless services, as we request from time to time.

4. You will be fully responsible for all SIM Cards purchased from us. You agree not to remove such

SIM Cards from the Products 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 Product 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 unauthorized 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 SERVICES TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES, IN CONNECTION WITH OUR AGREEMENT WITH AN UNDERLYING CARRIER OR A RESELLER THEREOF, OR ANY FAILURE OR DISRUPTION OF SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU TO US FOR THE 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 EQUIPMENT UTILIZED BY YOU IN CONNECTION WITH THE SERVICES

9. 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 SERVICES OR ANY IDENTIFIER OR THE UNLAWFUL USE OF THE WIRELESS COMMUNICATION SERVICES. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THIS PROVISION WILL SURVIVE THE TERMINATION OF ANY SERVICES PROVIDED TO YOU AND ANY RELATED AGREEMENT FOR SAME. YOU ACKNOWLEDGE THAT SUCH AGREEMENT IS ASSIGNABLE BY US.

10. Subject to the terms of the Agreement, 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, other than your name, address and listed telephone number, 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) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (f) 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; (g) 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 (h) 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 minimized 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. 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); (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; and (d) you are not person or entity that, in the reasonable opinion of Telus, will, directly or indirectly, re-sell such wireless communication services.

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 unauthorized collection, access, disclosure, and use (other than by us or the underlying 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, (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 our 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. 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. 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 the Agreement, provided however the notice period applicable will be 15 days.