



ADMINISTRACIÓN DE SERVICIOS GENERALES
Gobierno de Puerto Rico

Lcda. Karla G. Mercado Rivera
Administradora y Principal Oficial de Compras

NASPO ValuePoint Participating Addendum

WIRELESS VOICE, DATA AND ACCESSORIES Led by the
State of UTAH , CONTRACT #: MA3695



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NASPO ValuePoint
PARTICIPATING ADDENDUM

Wireless Voice, Data and Accessories Led by the State of Utah

Master Agreement #: MA3695 (*hereinafter "Master Agreement"*)

Contractor: GEOTAB USA, INC. (*hereinafter "Contractor"*)

Participating Entity: COMMONWEALTH OF PUERTO RICO (*hereinafter "Participating Entity"*)

Commonwealth of Puerto Rico, General Services Administration (GSA) Price List Contract No. MA3695

This Addendum will add the Commonwealth of Puerto Rico as a Participating Entity to purchase from the NASPO ValuePoint Master Agreement 3695 with GEOTAB.

I. Scope

This Participation Addendum ("Addendum") covers Wireless Voice, Data and Accessories starting 5/20/2021 to 08/11/2029 led by the State of UTAH for use by state agencies and other entities in the Participating Entity of the Commonwealth of Puerto Rico authorized by the Participating Entity's statutes to utilize State Contracts.

II. Participation

Use of specific NASPO ValuePoint cooperative contracts by state agencies, municipalities, and other entities authorized by the Commonwealth of Puerto Rico statutes to use state contracts is subject to written prior approval of the Commonwealth of Puerto Rico Chief Procurement Officer. Issues of interpretation and eligibility for participation interpretation and eligibility for participation are solely within the authority of the Administrator, General Services Administrator (GSA).

III. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows:



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Contractor:

Name:	Neil Garrett
Address:	6543 S. Las Vegas Blvd., Suite 200, Las Vegas, NV 89119
Telephone:	702-884-8289
Fax:	
Email:	neilgarrett@geotab.com

Participating Entity:

Name:	Joel Fontánez González
Address:	300 Ave José de Diego, Centro Gubernamental Minillas Torres Norte, piso 12, San Juan 00911
Telephone:	787-759-7676 ext. 3055
Fax:	
Email:	administracion@asg.pr.gov

IV. Modifications and Additions to the Master Agreement as Applied to the Participating Entity

A. Governing Law

The Participating Addendum, Commonwealth Contract Number **MA3695**, and any order issued pursuant to Commonwealth Contract Number **MA3695** shall be governed by the laws of Puerto Rico.

Any legal actions or equity proceedings related to the terms of this addendum shall be initiated in a court with appropriate jurisdiction located in San Juan, Puerto Rico.

Government Entities shall perform all purchasing and bidding of goods, works, and other nonprofessional services through the General Services Administration (GSA).

Regulation 9230 of the General Services Administration shall regulate the action of every employee or officer of the Government of Puerto Rico and every person that directly or indirectly intervenes in the process of purchases and bids of goods, works, and nonprofessional services.



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B. Non-Exclusive Contract

The contract shall be non-exclusive and not preclude the Commonwealth of Puerto Rico from entering into similar contracts or arrangements with other vendors or acquiring equal or similar goods or services from other entities or sources. This Addendum is secondary and non-exclusive.

C. Effective Date and Contract Period

This Addendum is effective upon the date of execution by the Participating Entity and shall continue for the term set forth in the Master Agreement.

D. Storage

If the Contractor that sells to the Government must store the supplies or object of the contract, the Government shall not be responsible for the price the Contractor pays for the storage or the unearned profits. Also, it shall not pay any excise taxes for the storage.

E. Deliveries

Delivery dates of merchandise: The Contractor shall be required to state the dates that the merchandise will be delivered in the cases of works or services, the date in which the Contractor projects the work will be started or the service will be provided, and the date that the Contractor will hand over the work or will end the service. The Contractor may not include any cost additional to the price offered under expenses related to the delivery of the purchased good.

The prices do not include costs related to shipping, which shall be invoiced as a separate line item. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.



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Delivery site: It shall be the purchaser's obligation to inform the Contractor of the delivery site.

F. Samples

The contractor is obligated, whenever required, to submit samples representative of what they shall provide when fulfilling an order. According to Regulation 9230, the Contractor must comply with the following:

- Free of cost to the Government
- In the amounts and with the characteristics required in the specifications
- With the original label identifying the product brand and the container required in the purchase or its commercial packages.
- Submitted before the purchase if so required.
- Accompanied by the manufacturer's literature.

G. Quality of Containers

The containers to which any merchandise is supplied shall have to be wholly new and, in the case of metal containers, without oxidation. The carton, sack, wooden, box containers, or any other must be kept in good condition.

Content and Weight

The Contractor shall be obligated to supply the correct information regarding the net weight, content, and number of units per carton or container of their product, even if that has yet to be expressly requested.

H. Taxes

The price offered by the Contractor may not include the Commonwealth taxes. The quotes and invoices may not include the Commonwealth taxes.

I. Federal Energy Conservation Act



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Every Contractor offering equipment, machinery, or vehicle that consumes electric power or fuel for its operation must confirm that their equipment, machinery, or vehicle meets the requirement established by the Federal Energy Conservation Act. The awarding process shall follow the federal norms of consumption, conservation, and use of the good in question, and awarding the bid to a Contractor that offers a more expensive good shall not be grounds for contesting the bid if the ones offered by the other Contractors do not meet the norms established by such law.

J. Disposal of the goods to be acquired.

In any purchase process, every Contractor shall inform the Commonwealth in their offer whether the safe and sustainable disposal of the goods to be acquired is included. It must also confirm whether their offer includes the disposal cost of the goods to be purchased. If the offer does not contemplate disposal or the cost, the Contractor must include disposal alternatives and the estimated cost.

K. Inspection of Merchandise or Facilities

The Contractor is obligated to submit a certificate of inspection of purchases that are required.

Delivery method:

- Must submit the original
- Issued by the corresponding state or federal government authority.

Content certificate:

- Manufacturing date of the product
- Packaging date (month and year) of the offered merchandise.
- Coding or key of the containers where the inspected item is packaged.
- Content of the coding

The coding must contain the letters, numbers, and symbols or a combination of these that the packager typically includes at any of the ends of each package to mark the packaging month, day, and year until the product can be used, namely, the expiration date as well as any other pertinent



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information. Evidence must be presented that the product meets the quality requirements of all federal and Commonwealth specifications.

Terms for retention of Records and Documents

The original records and documents shall be retained for six (6) years from the date of final payment made under this Participating Addendum, Commonwealth Contract Number MA3695, Or any order issued under State Contract Number MA3695 or as required by applicable State and Federal Law, or until an intervention by the Office of the Comptroller of Puerto Rico, whichever occurs first. Documents subject to investigation or pending legal action shall be retained until the process is ultimately resolved.

L. Fiscal Interventions

Every document related to the procedures provided in Regulation 9230 constitutes official information. It shall be subject to review by the Office of the General Inspector and the Comptroller's Office of Puerto Rico, which shall review the documents above under their intervention itineraries. The records shall be in the custody of the Administration.

M. Modifications

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any parties.

N. Amendments

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum that the Lead State has approved will not apply to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the Commonwealth of Puerto Rico. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any parties.



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O. Assignment

The Contractor shall not assign any interest in this Participating Addendum or Commonwealth Contract Number MA3695 by assignment, transfer, or novation without prior written consent of the Commonwealth. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Commonwealth.

P. Delegation of Duties

The Contractor shall not delegate or transfer any of its duties or responsibilities in this Participating Addendum or Commonwealth Contract Number MA3695 to any third party without the prior written consent of the Commonwealth. This provision shall not be construed to prohibit the Contractor from subcontracting specific tasks within the scope of this contract, provided that such subcontracting is conducted in accordance with the terms and conditions herein and with the mutual agreement of the parties. Any attempt to delegate duties without obtaining the necessary written consent shall constitute a material breach of this contract, which may result in termination of this agreement.

Q. Termination reserve; Termination for Cause:

The Chief Procurement Officer has the right to terminate this Participating Addendum, Commonwealth Contract Number MA3695, or any order issued under State Contract Number MA3695 at any time when it results in the protection of the public interest and benefits the Government of Puerto Rico.

The Secretary of State shall have the authority to terminate this Contract anytime.

The Commonwealth of Puerto Rico may cancel the Contract with immediate effect when: 1) there is probable cause against the Contractor or any of its shareholders, partners, officers, principals, employees, subsidiaries, or parent companies for arrest for any crime against the treasury, faith, and public function; against government exercise; or involving federal or Commonwealth funds or property; or 2) the Contractor or any of its shareholders, partners, officers, principals,



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employees, subsidiaries, or parent companies incurs negligence or abandonment of duties, improper conduct, or breaches this Contract or, in the sole judgment of GSA, the quality or progress of the services provided by the Contractor is unsatisfactory for any reason; 3) the Contractor breaches the terms of the Contract or has negligent performance or engages in work abandonment; or 4) when GSA believes there is an extraordinary fiscal situation that warrants an immediate reduction in expenses; or 5) if it is a public or private corporation, its shareholders, officers, or any other member with legal authority is convicted or violates Law 2 of January 4, 2018, known as the Anticorruption Code for the New Puerto Rico or Law 73-2019.

If the Contractor is subject to criminal or civil action, lawsuit, proceeding, investigation, or tribunal with jurisdiction, or any governmental instrumentality, or the Contractor is subject to an order, judgment, or opinion issued by any local authority, tribunal with jurisdiction, or governmental instrumentality, regarding the execution, delivery, and performance by the Contractor of this Contract or if the Contractor of this Contract has breached, has been inaccurate in any representation, warranty, clause, or with the certifications provided herein, whether the breach or inaccuracy occurs before or after the execution of this Contract, GSA have the right terminate this Contract notwithstanding any contrary provision in this document. This section shall apply in the event of any judgment that may compel GSA to terminate the Contract by Law 2 - 2018, supra.

R. Non-Compliance and Termination upon Conviction

Non-compliance by the Contractor with the provisions contained in the "Anticorruption Code for the New Puerto Rico" [Law 2-2018, as amended] or the "Puerto Rico Government Ethics Office Organic Act," as well as the Contractor's conviction for any of the offenses mentioned in said codes, shall result in the immediate termination of any existing contract between the parties.

In addition to Contract termination, the Government shall seek indemnification by the provisions of the "Anticorruption Code for the New Puerto Rico" [Law 2-2018, as amended] in the event of non-compliance or conviction for the offenses mentioned in Article 3.4 of the same code and related provisions of the "Puerto Rico Government Ethics Office Organic Act."

S. Goods and/or Products Outside the Contract:



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Any goods and products dispatched and delivered by the Contractor without a valid, signed, and current purchase order and contract or its amendment will not be paid by any government entity, and only the Contractor will bear the loss.

Retroactive payment resolutions or amendments will be considered null and void.

T. Payment And Invoicing

The Contractor shall invoice for each delivered and supplied goods or product by the prices quoted by the Contractor, included in Annex III. The invoice shall be sent by the Contractor duly certified by the Government of PR Accounting Law and following the rules established by government auditing agencies in Puerto Rico. It must be accompanied by documentation or evidence to support it.

U. Purchase Order and Payment Instructions

As soon as the Contractor accepts the Purchase Order, they must deliver the goods and products to the location determined by the requesting entity.

They must create an invoice for each purchase order.

All invoices must include a detailed description of the goods delivered and supplied; the invoices must reference the contract number, the Contractor's name, the work performed, goods delivered, and services provided, the total price of each work, goods, and services, and the total amount owed.

The invoice will include the same prices as those in the Contractor's proposal.

The Contractor must review each invoice to determine if each line clearly describes the work performed, goods delivered, and services provided. The Contractor is responsible for ensuring the accuracy and reasonableness of each invoice submitted. GSA will review each invoice submitted and consider such an invoice as a certification by the Contractor that the goods comply with the specifications, terms, and conditions of the proposal specification.

Payments to the Contractor shall be made through electronic funds transfer (EFT).

All suppliers of goods and services must register in the Electronic Payment Portal for Suppliers by Central Accounting Circular Letter Number 1300-07-17, issued by the Secretary of the Treasury of Puerto Rico.



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Once registered, payment will be processed by the provisions of Central Accounting Circular Letter Number 1300-02-10 of the Department of the Treasury, which Commonwealths that "it is the responsibility of the agencies to require the supplier to submit the invoices within ten (10) days after completion, period, or delivery date of the goods or services."

According to OE-2001-73, the Contractor shall include the following certification in each invoice submitted to the government entities of the Government of Puerto Rico:

"Under penalty of absolute nullity, the Contractor certifies that no public servant of the General Services Administration, Government Entities, Exempt Entities, and Municipalities of the Government of Puerto Rico is a party to or has any interest in the profits or benefits resulting from the Contract subject to this invoice. A prior waiver has been granted if they are a party to or are interested in the profits or benefits resulting from the Contract. The sole consideration for providing the goods or services under the Contract has been the agreed-upon payment with the General Services Administration authorized representative who issues the purchase orders. The amount of this invoice is fair and correct, and the services have been rendered and have not been paid for."

An authorized representative of the government entity will review each invoice and, if appropriate, approve and process the payment—the government entity and the GSA reserve the right to conduct any necessary audits.

Neither the GSA nor government instrumentalities will reimburse costs incurred by the Contractor that are not included in the Contract or the executed and raised purchase orders against it.

The Parties will always keep and maintain current a primary point of contact of this Participating Addendum.

V. Right to audit

The Commonwealth of Puerto Rico Legislative Auditor, Federal Auditors, and Internal Auditors or others so designated by the GSA, shall have the option to audit all Contractor accounts directly about this Participating Addendum, Commonwealth Contract Number MA3695, or any order issued under State Contract Number MA3695 for six (6) years from the date of final payment made under this Participating Addendum, Commonwealth Contract Number MA3695, Or any order issued under State Contract Number MA3695 or as required by applicable State and Federal Law.



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Records shall be made available during regular working hours for this purpose.

W. Record Retention:

The Contractor shall maintain all records about this Participating Addendum, State Contract Number MA3695, or any order issued under State Contract Number MA3695 for at least six (6) years from the date of final payment made under this Participating Addendum, Commonwealth Contract Number MA3695, Or any order issued under State Contract Number MA3695 or as required by applicable State and Federal Law.

X. Contractors Cooperation/Close-Out:

The Contractor must fully cooperate with the Commonwealth and provide all requested information, documentation, etc., to the Commonwealth in a reasonable timeframe, and agreed to by the Parties, when requested. This applies even if this Participating Addendum, Commonwealth Contract Number MA3695, or any order issued under State Contract Number MA3695 is terminated and a lawsuit is filed.

The Contractor shall not limit or impede the state's right to audit or withhold state-owned documents.

Y. Secretary of State Registration Requirement:

Under Puerto Rico law, all entities (including corporations, LLCs, etc.) must be registered and in good standing with the Puerto Rico Department of State to hold a purchase order or a contract with the Commonwealth.

V. Signature Authority

Evidence of signature authority to contract with the Commonwealth of Puerto Rico must be provided. One of the following must apply to the Contractor:

- a. The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State of Puerto Rico or a



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member of a partnership or partnership in commended as reflected in the most current partnership records on file with the Secretary of State of Puerto Rico. A copy of the annual report or partnership record must be submitted to the General Services Administration of Puerto Rico before the finalization of this Participating Addendum.

- b. The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as corporate resolution, certification as to corporate principal, etc.
- c. If this applies, a copy of the resolution, certification, or other supportive documents must be submitted to the General Services Administration of Puerto Rico before the finalization of this Participating Addendum.
- d. The Contractor has filed with the Secretary of State of Puerto Rico an affidavit or resolution or another acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. A copy of the applicable document must be submitted to the General Services Administration of Puerto Rico before the finalization of this Participating Addendum.
- e. The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Puerto Rico Office of State Procurement.

VI. Authorized Dealers

Authorized dealers of MA3695 operating within the Commonwealth of Puerto Rico, as indicated on the dedicated MA3695 NASPO ValuePoint website, are sanctioned to provide sales and service support to participants within the framework of the NASPO ValuePoint Master Agreement. The involvement of the Contractor's distributors will adhere to the terms and conditions stipulated in the Master Agreement.

To be eligible for inclusion in State Contract Number MA3695 as an Authorized Distributor, the



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distributor must satisfy the following prerequisites:

1. Be officially approved and included in the Contractor's Approved Distributor Listing.
2. Enroll in the Sole Bidders' Registry for the Government of Puerto Rico.
3. Maintain active registration with the Secretary of State's office of Puerto Rico and be in good standing.
4. Have no records of suspensions or debarments listed on the System for Award Management website (www.sam.gov).

VII. Purchase Orders

Any order initiated by a Participating Entity or Purchasing Entity for a Product and Service listed within this Participating Addendum and State Contract Number MA3695 will be considered a transaction governed by the terms, prices, and other conditions outlined in the Master Agreement and in this Participating Addendum unless the parties involved in the order explicitly concur in writing that a different contract or agreement shall apply to that order.

VIII. Entire Agreement

This Participating Addendum, in conjunction with the NASPO ValuePoint Master Agreement and its accompanying exhibits, including the Geotab End User Agreement (Exhibit A), constitutes the complete agreement between the parties concerning the subject matter and supersedes all prior communications, oral or written representations, or agreements. Any terms and conditions that are inconsistent with, contrary to, or in addition to those outlined in this Participating Addendum and the NASPO ValuePoint Master Agreement, along with its exhibits, shall not be integrated into or appended to this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, whether through subsequent Purchase Orders or any other means. Any attempts to introduce or integrate such terms and conditions are expressly declined. In cases of any inconsistency or addition, the terms, and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum on the date of execution by both parties below.



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Participating Entity:

COMMONWEALTH OF PUERTO RICO

By: Joel Fontáñez González

Title: Subadministrator

Date: 9/10/2024

Contractor:

GEOTAB USA, INC.

DocuSigned by:
Neil Cawse
4DBD3A22BCFD499...

By: Neil Cawse

Title: President and CEO

Date: 2024-Aug-19



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Exhibit A

Geotab End User Agreement

- ✓
1. **Exclusive Property of Contractor** – Geotab in-vehicle telematics hardware, software (including, without limitation, application programming interfaces), services and other products, including updates and upgrades thereof (collectively “Products”) are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Except for the rights granted to the Participating Entity or Purchasing Entity (the “Customer”) under the Contract, and notwithstanding any conflicting terms of the Contract or Master Agreement, or reference to the “sale” of Products to the Customer, all rights, title, and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by Contractor and its licensors, and Contractor and its affiliates have and retain the exclusive ownership to such Products and any and all materials owned or licensed to Contractor including, but not limited to, all software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Product or necessary to use a Product (collectively, “Contractor Property”). Contractor Property will be licensed to the Customer as set forth in this Contract or a Customer-approved license agreement: (i) entered into as an attachment to this Contract; (ii) obtained by the Customer from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.
 2. **License** – Contractor grants Customer a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, “software”) embodied in Products solely for Customer’s own internal business purposes and solely in connection with Customer’s use of our or other compatible in-vehicle telematics devices, on the condition and so long as Customer complies with all terms and conditions of the Contract, including these additional terms. Except as otherwise provided herein, such rights are non-assignable, non-



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transferable and non-sublicensable. Customer may not extract, copy or use the software in connection with any other product or for use on any other device.

3. Restrictions - Products may contain technological measures (including the ability to disable the equipment, software, services, or other Product) designed to prevent the illegal usage of software or other violations of the Contract or applicable law or regulation (“protective measures”). The Customer agrees that, to the fullest extent permissible by applicable law, it shall not:

- (a) remove or attempt to remove any marks, labels, or legends from Products;
- (b) circumvent or attempt to circumvent protective measures;
- (c) disclose, transfer, or transmit in any manner any services, software, or other copyrightable or licensed elements of Work whether temporarily or permanently;
- (d) modify, adapt, translate, reverse engineer, decompile, disassemble, or convert into human readable form any software elements of Products;
- (e) use Products in a manner that violates laws or rights of others;
- (f) use Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons;
- (g) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide Products;
- (h) provide third parties with access to Products; and
- (i) attempt, or cause, permit, or encourage any other person to do any of the foregoing.

The Customer must comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including without limitation laws applicable to discrimination and unfair employment practices, and export control laws of the United States of America, and shall not export or re-export any Products directly or indirectly, or allow use of Products, in contravention of such laws or regulations.

4. Updates and Patches - Contractor may, from time to time, cause software updates to be automatically installed with or without prior notification to the Customer or provide updates through Contractor’s website. The Customer consents to such automatic installations and agree to use only the updated version once it has been installed.



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5. Ownership and Use of Vehicle Data - Contractor claims no ownership of any vehicle data that the Customer generates or associates using Products installed in its particular vehicles ("Individual Vehicle Data") and which the Customer transmits or processes using Products. The Customer agrees that, both during and after the initial term and each renewal term of the Contract:
- (a) Contractor may process and transmit Individual Vehicle Data to provide, maintain, and improve its products and perform obligations under this Contract and applicable laws;
 - (b) Contractor may, in furtherance of such purposes, based on certain non-position data elements in vehicle databases related to this Contract (such as vehicle VIN), and from time to time in certain jurisdictions, query databases maintained by reputable third party providers for additional information on a confidential basis;
 - (c) Contractor may, in accordance with its data analytics policy (a copy of which shall be made available to the Customer upon request), compile, store and use aggregated data and system usage information to monitor and improve Contractor's products and for the creation of new products, provided that (i) aggregated data used by Contractor in this manner will no longer be associated with a device and will not be Individual Vehicle Data, and (ii) Contractor will not attempt to disaggregate the data or re-associate it with a device without consent of the Customer, as applicable, or unless (iii) legally compelled to do so, or (iv) required for safety or troubleshooting purposes.
6. Contractor Use of Feedback - The Customer agrees that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that the Customer provides or which is made available to Contractor or Contractor's subcontractors may be used by Contractor to modify, enhance, maintain and improve its products and shall become the exclusive property of Contractor without any obligation or payment to the Customer whatsoever.
7. Security - The Customer agrees that it will be solely responsible for keeping all user identifications and passwords (collectively, "Login Credentials") secure, and promptly notifying Contractor if any Login Credentials have been, or are suspected to have been, compromised. Contractor will be entitled to treat all communications, instructions and transactions as authorized if Login Credentials are used, unless the Customer has notified



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Contractor of compromise or unauthorized use. Contractor shall have the right to terminate or suspend Login Credentials if it suspects fraudulent or unauthorized activity.

8. Safety - The Customer acknowledges and agrees that:

- (a) certain vehicles and installation configurations require professional installation, additional equipment or vehicle modifications;
- (b) improper installation can lead to short circuits, damage to Products or vehicles, malfunction of vehicle systems or controls, and risks including the risk of fire and death or significant injury to persons and property;
- (c) installation of any Products ordered on a self-install basis will be at the sole risk of the Customer, mitigation of all potential hazards will be the responsibility of the Customer, and Contractor will have no liability to the Customer or any other person associated with a failure to install Products in accordance with Contractor installation documentation, applicable laws, vehicle manufacturer requirements and recommendations, and industry standards.

The Customer agrees to comply with all safety-related instructions communicated by Contractor, including removing Products from a vehicle if Contractor determines that the vehicle is not suitable for the use of Products.

9. Third Party Provider Terms - The Customer acknowledges that use of the Products includes the use of third party systems and services, including without limitation: telecommunications facilities and services, cloud storage services, mapping data services, and posted speed limit data services. Use of Products may include the use of OEM systems and services. To the extent that provision of Products in connection with this Contract involves the use of third party systems or services, the Customer agrees to the third party terms set out in Part II and Part III of this Appendix A, which terms are incorporated by reference into and form part of the Contract and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect the rights and obligations of the Customer:

- (a) wireless provider terms are and will be set out at Part II of this Appendix A; and



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(b) other provider terms (including OEM, cloud storage, mapping and posted road speed provider terms) are and will be set out at Part III of this Appendix A.

Part II – Wireless Provider Terms

By ordering and accepting Products, Customer also accepts these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to Contractor's servers.

The following terms apply if Customer subscribes for wireless communication services ("services") through Contractor or its Reseller. References to the "underlying carrier" refer to the provider of the wireless communication services or its reseller, in either case from whom Contractor procures wireless communication services.

1. Customer acknowledges that the services provided by the underlying carrier are made available only when a Product is 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: (i) limitations to the underlying carrier facilities; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the underlying carrier's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided by the underlying carrier.
2. Customer acknowledges that services may be temporarily suspended or permanently terminated upon little or no notice in the event that Contractor'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.
3. Customer acknowledges that: (i) it is possible for third parties to monitor data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (ii) the carrier may also monitor (including tracking modem location) and control the use of wireless services in accordance with applicable law for its own legitimate purposes. For clarity, all Individual Vehicle Data and driver data is encrypted while in transit over carrier networks in



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accordance with Contractor's Geotab Technical and Organizational Data Security Measures Statement, as amended from time to time.

4. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER BY VIRTUE OF THIS CONTRACT AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CONTRACTOR OR ITS AFFILIATES AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION REGARDING ROAMING AVAILABILITY OR COVERAGE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THE UNDERLYING CARRIER IS A THIRD PARTY BENEFICIARY OF THESE TERMS, AND MAY TAKE ANY EQUITABLE OR LEGAL ACTION REQUIRED TO ENFORCE SAME.
5. The SIM card supplied with Products may only be used in such equipment and in no other wireless device. Customer must not provide, sell or transfer in any manner any SIM card, whether separately or together with any Products, to any individual or entity or program, reprogram, or tamper with any SIM card in any manner. Customer may not resell Products to any other party.
6. Customer may only roam incidentally to Customer's use of Products in Customer's country of residence. The foregoing may not apply to services provided by certain underlying carriers.
7. Customer shall not publish any results of any benchmark or performance tests of the services or any components thereof.
8. 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 Products, to provide the services and to maintain and improve its network and



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the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which Customer's 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.

9. Services may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent use. Customer is solely liable for charges, costs or damages resulting from any abuse or fraud facilitated by Customer.

Part III – Other Provider Terms

By ordering and accepting Products, Customer also accepts these Other Provider Terms.

The Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Contractor, many of which require Contractor to pass through their terms to Customer and/or require Customers to accept their terms as a condition to use of the Products. These Other Provider Terms contain important terms and conditions that affect each Customer's 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 ordering and accepting Products, Customer agrees to accept amended versions of such Other Provider Terms. Customer agrees that it is its own responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

A. Data Storage

Contractor uses more than one provider for data storage services. Currently, Contractor uses Google Cloud Platform as its primary cloud data storage provider. As such, Customer's data will be stored on Google's servers in various locations in the United States. The following terms are applicable to data storage services. If Customer has any questions about where its Individual Vehicle Data is stored, please contact Contractor.

Google Cloud Platform Terms



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Consent. Customer consents to the transmission, storage, use and processing of its data by Contractor and/or Google according to this Contract using Google's Cloud Platform. Additionally, Customer consents to Google processing and storing its data anywhere Google or its agents and sub-processors maintain facilities for which Contractor has contracted. By using the Products, Customer consents to this processing and storage of its data. Under this Contract, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. Customer agrees 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 Customer 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.

B. Posted Speed Limit Data

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

Copyright. The posted speed limit data ("Speed Data") is provided for Customer's 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 Customer, on the one hand, and Contractor and its 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. Customer agrees to use this Speed Data together with Products services for the internal business purposes for which Customer was granted a license, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer may copy this Speed Data only as necessary for



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its internal business use to (i) view it, and (ii) save it, provided that Customer does not remove any copyright notices that appear and does not modify the Speed Data in any way. Customer agrees not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of the 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 Customer has been specifically licensed to do so by Contractor, and without limiting the preceding paragraph, Customer may not (a) use 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 MyGeotab service, where Customer has been specifically licensed by Contractor, Customer agrees that Customer is bound by the HERE End User Terms, available at: <https://legal.here.com/us-en/terms/end-user-license-agreement>.

C. GOOGLE Maps Terms

If Customer uses map data provided by Google, the following terms apply to Customer.

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

Google Maps / Google Earth Additional Terms of Service. Customer agrees to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. Customer agrees to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.



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Google Maps Acceptable Use Policy. Customer agrees to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

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

Prohibited Territory. Customer agrees 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.

D. HERE Maps Terms

If Customer uses map data provided by HERE, the following terms apply to Customer.

HERE End-User Terms. Customer understands and acknowledges 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 an issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and Customer confirms that it accepts and agrees to such End User Terms.

E. Mapbox Map Terms

If Customer uses map data from Mapbox, the following terms apply to Customer.

License to Use Customer's Data. Limited to the purpose of hosting Customer content so that mapping services can be provided, Customer grants Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish,



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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 Customer content on its distributed platform. Customer warrants, represents, and agrees that Customer has the right to grant Mapbox these rights.

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

F. Vehicle Manufacturer Embedded Telematics Data Terms

If Customer subscribes to a data plan where Contractor is accessing data gathered by telematics systems embedded in the vehicle ("OEM Telematics") by the vehicle manufacturer ("OEM") (for a current list of participating OEMs see this link), the following terms (collectively, "OEM Data Terms") apply to Customer generally, and there may be additional applicable vehicle manufacturer-specific terms which apply and are set out below.

Terms Applicable to all OEM Telematics:

1. By providing a VIN of an OEM Telematics enabled vehicle to Contractor, Customer:
 - (a) Represents and warrants that Customer has properly enrolled the provided VIN with the vehicle manufacturer;
 - (b) Represents and warrants that Customer is legally entitled to activate the provided VIN with Contractor and Customer will provide evidence of such rights upon reasonable written request from Contractor;
 - (c) Understands and agrees that the OEM has certain rights to the data gathered by the OEM Telematics that depend on Customer's agreement with the OEM and that Contractor has no influence or control over the OEM or the uses to which the OEM may put the data gathered by the OEM Telematics;
 - (d) Understands and agrees that the data received by Contractor from the OEM Telematics ("OEM Telematics Data") may be limited by factors outside of Contractor's control, for example, issues related to cellular coverage, carrier outages, carrier network service



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interruptions, modem deactivation and/or tampering, material failure of data supplying components on the vehicle and any actions taken by Customer or the OEM that alter or limit the data flow before the data is received by Contractor;

- (e) Represents and warrants that Customer will notify the driver and other occupants of the vehicle that OEM Telematics Data is being collected and shared with Contractor in accordance with Customer's obligations under all applicable laws and industry best practices;
 - (f) Agrees to promptly inform Contractor in writing:
 - (i) In the event that the vehicle is stolen, lost, or sold to a new owner; or
 - (ii) If any damage occurs to the vehicle that may affect the ability to transmit OEM Telematics Data.
2. For VINs Customer provides to Contractor in accordance with Section 1 of these OEM Data Terms, above, Contractor will:
- (a) Receive OEM Telematics Data from the applicable OEM for the VINs provided by Customer;
 - (b) Store, retrieve, display and generally make available to Customer the OEM Telematics Data;
 - (c) Treat the OEM Data in accordance with Part I of this Appendix A, as modified by any applicable provisions of these OEM Data Terms.
3. Termination
- (a) Contractor may terminate further access to some or all OEM Telematics Data: (i) on 30 days written notice to Customer, or (ii) without notice to Customer in the event that circumstances become such that continuing to provide the applicable OEM Telematics Data to Customer would impose a commercially unreasonable burden on Contractor.
 - (b) Customer may unenroll a vehicle at any time by contacting its Contractor reseller, or through such other method as Contractor may provide.

4. DISCLAIMER.



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- (a) Contractor does not guarantee the quality, quantity or reliability of the OEM Telematics Data.
 - (b) Contractor is not responsible for data security for the OEM Telematics Data before that data arrives at Contractor servers.
 - (c) THE OEM TELEMATICS DATA IS PROVIDED "AS IS", AND CONTRACTOR MAKES NO ADDITIONAL WARRANTIES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, OR OTHERWISE.
 - (d) OTHER THAN AS EXPLICITLY PROVIDED IN THIS CONTRACT, CONTRACTOR EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT CONTRACTOR WILL CORRECT ANY SERVICE ERRORS;
 - (e) FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE CLAIM OR, IF (I) CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, OR (II) CONTRACTOR COULD SUBSTANTIALLY CORRECT THE DEFICIENCY BUT THE CORRECTION OR MANNER OF CORRECTION IS NOT COMMERCIALY REASONABLE, IN CONTRACTOR'S DISCRETION, THEN IN EITHER INSTANCE CUSTOMER MAY TERMINATE THE DEFICIENT SERVICES AND CONTRACTOR WILL REFUND TO CUSTOMER THE PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
5. To the fullest extent permitted by applicable law, Customer will indemnify Contractor, its affiliates, and their respective directors, officers, employees and agents for all expenses (including attorney fees, settlements, and judgments) incurred by Contractor in connection



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with all third party claims (including lawsuits, administrative claims, regulatory actions, and other proceedings) to the extent they arise from (a) Customer's representations, performance or obligations under these OEM Data Terms, (b) Customer's violations of any applicable law, ordinance or regulation or government authorization or orders with respect to any of the OEM Telematics Data, (c) Customer's improper access or use of any OEM Telematics Data; (d) any claim that Customer has violated any intellectual property rights of a third party; or (e) any claim brought by anyone utilizing Customer's vehicle, for Customer's failure to provide proper notice or gather consent for the use or sharing of the OEM Telematics Data.

6. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS TO CUSTOMER RELATING TO THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS CONTRACT FOR THE APPLICABLE OEM TELEMATICS DURING THE ONE-YEAR PERIOD PRECEDING THE DATE OF THE CLAIM. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE CUSTOMER PROVIDED NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS CONTRACT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

Additional Terms Applicable to OnStar OEM Telematics Only:



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7. TO THE FULLEST EXTENT PERMITTED BY LAW, ONSTAR WILL NOT BE LIABLE TO CUSTOMER, ANY END USER, OR ANY THIRD PARTY FOR ANY DAMAGES, COSTS, EXPENSES, FINES, OR OTHER AMOUNTS OR LIABILITIES ARISING OUT OF OR RELATING TO A FAILURE TO DELIVER THE ONSTAR OEM TELEMATICS SERVICES OR ANY END USER DATA, OR TO THE AVAILABILITY, QUALITY, SUITABILITY FOR SERVICE RECIPIENT'S PURPOSES OR ACCURACY OF THE REMOTE API SERVICES OR END USER DATA PROVIDED BY THOSE SERVICES.
8. Some services are only available in the continental United States, Alaska, and Hawaii. These services work using wireless communication networks and a Global Positioning System satellite network. THESE SERVICES ARE NOT AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL PARTICIPATING VEHICLES, AT ALL TIMES. The area in which a vehicle is driving may affect the services that can be provided by OnStar, and that Contractor may provide, under these OEM Data Terms. These services are unable to work unless a vehicle is located in an area where (a) OnStar has an agreement with a wireless service provider, and (b) that wireless service provider has (i) coverage, network capacity, and reception when and where the service is needed, and (ii) technology compatible with the services. Each vehicle must have a working factory installed electrical system (including adequate battery power) for the services to operate. Each vehicle must have an eligible OnStar services package for the services to operate. The services may not work if the OnStar equipment in a vehicle is not properly installed, or an end user has failed to maintain both that equipment and the vehicle in good working order (and in compliance with all government regulations).
9. Additional Restrictions on use of OnStar OEM Telematics Data. If Customer receives data with respect to seat belt use in a vehicle, Customer may use it solely as part of Customer's driver safety programs, for example, to measure success rates of Customer's safety programs, to identify drivers that may require coaching or training or to reinforce safety policies. Customer may not use seat belt related OnStar OEM Telematics Data for (i) employee accident investigation, (ii) as a rationale for employee termination or suspension, (iii) monitoring seat



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belt use of persons in a vehicle other than the vehicle operator, or (iv) any other use not expressly permitted by these OEM Data Terms.

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