

STATE OF VERMONT PARTICIPATING ADDENDUM #43362
FOR NASPO VALUEPOINT PURCHASING PROGRAM: WIRELESS DATA, VOICE, IOT, AND
ACCESSORIES

Led by the State of Utah

Master Agreement #MA3695

Contractor: Geotab USA, Inc.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/geotab/>

1. **Parties.** This Participating Addendum is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** This Participating Addendum authorizes the purchase of Wireless Data, Voice, IoT, and Accessories from Contractor pursuant to the Master Agreement identified above, which is hereby incorporated by reference. Contractor's awarded categories are:

a. **Category 3- Turnkey Wireless and IoT Solutions that are offered as a product:** This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.

4. **Purchasing Entities.** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

5. **Contract Term.** The period of Contractor's performance shall begin on March 1, 2022 end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement. An amendment to this Participating Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.

6. **Available Products and Services.** All products, services and accessories listed on the Contractor's NASPO ValuePoint Webpage may be purchased under this Participating Addendum.

7. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements with Contractor if the terms of the Master Agreement permit leasing.

8. Requirements for Ordering.

- a. The scope of work for Purchase Order Number 1 under this Participating Addendum is attached as appendix 1.
- b. All orders for State Purchasers made under this Participating Addendum must go through the State's Department of Buildings and General Services ("BGS") following procedures for a contract amendment. This subsection shall not apply to Additional Purchasers.
- c. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.

9. Payment Provisions and Invoicing.

- a. Product offerings and complete details of product pricing, including discounts, applicable to this Participating Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
- b. Purchasing Entities may solicit the Contractor for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. In the discretion of the Purchasing Entity, retainage may be specified in a Purchase Order, in an amount mutually agreeable to the parties.
- e. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- f. Invoices shall be sent to the address identified on the Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Participating Addendum Number and Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- g. Reimbursement of expenses is not authorized. All rates set forth in a Purchase Order shall be inclusive of any and all Contractor fees and expenses.
- h. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
- i. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

10. **Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.

b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.

11. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.

11A. Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

12. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

13. **Termination.** This Participating Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Participating Addendum.

14. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Participating Addendum. The primary contacts for this this Participating Addendum are as follows:

a. **For the Contractor:**

Name: Neil Garrett
 Phone: 702/884-8289
 Email: neilgarrett@geotab.com

b. For the State:

Name: State of Vermont, Stephen Fazekas
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828-2210
Fax: 802/828-2222
Email: Stephen.fazekas@vermont.gov

15. Additional Terms and Conditions.

a. The purchase of any products and services under this Participating Addendum is subject to the terms and conditions of the Contractor's End User Agreement attached to this Participating Addendum as Attachment A (the "EUA"). In the event of any conflict between the terms of this Participating Addendum, the EUA and the Master Agreement, the controlling document shall be the Participating Addendum, followed by the EUA, and finally the Master Agreement.

b. Notwithstanding any contrary language anywhere, in no event shall the terms of this contract or any document furnished by Contractor in connection with performance under this contract obligate the State to (1) defend or indemnify Contractor or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of Contractor or any third party.

c. If required by an order made by a State Purchaser under this Participating Addendum, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the order. This provision shall not apply to Additional Purchasers.

d. Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

e. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Contractor in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. Contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Contractor agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

f. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

g. **False Claims Act:** Contractor acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.

h. **Whistleblower Protections:** Contractor shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of

authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, Contractor shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to Contractor or its agents prior to reporting to any governmental entity and/or the public.

i. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Contractor under this Agreement.

j. **Set Off:** The State may set off any sums which Contractor owes the State against any sums due Contractor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

k. **Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

l. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

m. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

n. **Confidentiality:** Contractor acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

o. **Marketing:** Contractor shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

p. **Non-Appropriation:** If an order made under this Participating Addendum extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support the order, the State Purchaser may cancel the order at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. If the order is funded in whole or in part by Federal funds, and those Federal funds become unavailable or reduced, the State Purchaser may suspend or cancel the order immediately and shall have no obligation to pay from State revenues.

q. **Continuity of Performance:** In the event of a dispute between Contractor and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

STATE OF VERMONT PARTICIPATING ADDENDUM # 43362

Contractor: Geotab USA, Inc.

r. **State Facilities:** If the State makes space available to Contractor in any State facility during the term of this Agreement for purposes of Contractor's performance under this Agreement, Contractor shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

s. **SOV Cybersecurity Standard 19-01:** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

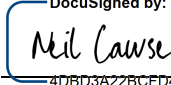
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Geotab USA, Inc.

Date: 3/9/2022Date: 3/1/2022

Signature: 
EC8F68F55FBC42C...

Signature: 
4DBD3A226CFD499...

Name: Jennifer M.V. FitchName: Neil Cawse

Title: Commissioner - Buildings and
General Services

Title: President and CEO

Appendix 1

Scope of Work for Implementation of Automatic Vehicle Location ("AVL") / Telematics For the Vermont Agency of Transportation

The system/ equipment provider, and the implementation provider, shall furnish Automatic Vehicle Location ("AVL") / Telematics, for the Vermont Agency of Transportation, including but not limited to:

Approximately 255 plow trucks (highest priority), combined with AOT 25,26 and 27 category trucks, loaders and any additional equipment may come to approximately 400 units. The vehicle systems Geotab would need to gather data from will include the list below.

International heavy duty trucks

Freightliner heavy duty trucks, if/ as may be added to fleet in future.

Construction and earthmoving equipment by makes including but not limited to CASE, Caterpillar, Clark (Bobcat), John Deere, New Holland, Volvo

Medium duty trucks, Light trucks, Passenger fleet vehicles: Ford, Chevrolet, International CV, Toyota, Dodge/ RAM/ Stellantis

Functional capabilities shall include but not be limited to:

Sand/salt spreader activation and rate

Liquid – prewet and anti-ice spray bar activation and rates

Road temp

Snowplow activation and Vehicle ID# even driver ID/ positioning/speed/adjustable breadcrumb tracking

Dump body position

Plow up or down (main plow and wing plow)

PTO usage

Ability to adapt to other equipment i.e., mowers, herbicide trucks and line striping equipment

Ability to create Geofencing and track material usage in these areas and generate reports including at different intervals throughout the year.

Ability to generate reports on material usage, vehicle data monitoring/diagnostic reports etc.

Ability to retrieve data and report from multiple years of storage

Interface with M5 Asset Management

OBD and ECM Data, including but not limited to SAE J1939, interfacing with both general vehicle systems and generalized information and vehicle make- and model- specific diagnostic information

Geofencing feature with the ability to capture data and report at different intervals throughout the year.

Lookback feature for data retrieval and a secure cloud base storage

API feature – to build public facing dashboards.

Development of any other features and functions, at no extra cost, shall be as broad as, or broader than, features provided at no cost to other public sector entities in the transportation sphere.

Electric Vehicle Suitability Assessment (EVSA): is a data-driven approach to potential electrifying of fleet. By using data collected, provide a concise set of recommendations that highlight which vehicles in existing fleet are good potential candidates for electric vehicles. Recommendations to be based on considerations including real-world electric range, savings (cost and carbon dioxide), and vehicle suitability.

Identify potential optimal EV charging location: Using the collected GPS from the vehicles, identify the best potential locations for charging station installation based on the most common overnight dwell locations and other potentially relevant considerations

Identify other use cases of existing features and functions within system, and integration of system with other existing VT AOT systems, to facilitate financial savings, improved maintenance outcomes, environmental benefits, and safety

Implementation contractor will work with the State of Vermont and use the Geotab Cellular Coverage Map to help decide which carrier(s) to use. Geotab GO devices utilize a major carrier SIM, however these are LTE devices that can roam. Once the unit is powered on (key ON), it seeks the strongest carrier signal regardless of who the carrier is without incurring roaming fees.

All data collected and transferred shall be encrypted and secured from unauthorized access.

Government End Use of Geotab Products - Additional Terms

A. Exclusive Property of Geotab – 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 government customer or ordering agency (the “**Customer**”) under the contract to which these terms are incorporated (the “**Contract**”), and notwithstanding any conflicting terms of the Contract 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 Geotab and its licensors, and Geotab has and retains the exclusive ownership to such Products and any and all materials owned or licensed to Geotab 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 Geotab under the Contract, whether incorporated in a Product or necessary to use a Product (collectively, “**Geotab Property**”). Geotab 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.

B. License – Geotab 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-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.

C. 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:

- i.remove or attempt to remove any marks, labels, or legends from Products;
- ii.circumvent or attempt to circumvent protective measures;
- iii.disclose, transfer, or transmit in any manner any services, software, or other copyrightable or licensed elements of Work whether temporarily or permanently;
- iv.modify, adapt, translate, reverse engineer, decompile, disassemble, or convert into human readable form any software elements of Products;
- v.use Products in a manner that violates laws or rights of others;
- vi.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;
- vii.engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide services;
- viii.provide third parties with access to Products; and
- ix.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.

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

E. Ownership and Use of Vehicle Data - Geotab claims no ownership of any vehicle data that the Customer generates or associates using Products installed in their 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:

- i. Geotab may process and transmit Individual Vehicle Data to provide, maintain, and improve its products and perform obligations under this Contract and applicable laws;
- ii. Geotab 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;
- iii. Geotab 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 Geotab's products and for the creation of new products, provided that (a) aggregated data used by Geotab in this manner will no longer be associated with a device and will not be Individual Vehicle Data, and (b) Geotab will not attempt to disaggregate the data or re-associate it with a device without consent of the Customer, as applicable, or unless (1) legally compelled to do so, or (2) required for safety or troubleshooting purposes.

F. Geotab 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 Geotab or Subcontractors may be used by Geotab to modify, enhance, maintain and improve its products and shall become the exclusive property of Geotab without any obligation or payment to the Customer whatsoever.

G. Security - The Customer agrees that they will be solely responsible for keeping all user identifications and passwords ("**Login Credentials**") secure, and promptly notifying Geotab if any Login Credentials have been, or are suspected to have been, compromised. Geotab will be entitled to treat all communications, instructions and transactions as authorized if Login Credentials are used, unless the Customer has notified Geotab of compromise or unauthorized use. Geotab shall have the right to terminate or suspend Login Credentials if it suspects fraudulent or unauthorized activity.

H. Safety - The Customer acknowledges and agrees that:

- .certain vehicles and installation configurations require professional installation, additional equipment or vehicle modifications;
- i. 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;
- ii. 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 Geotab will have no liability to the Customer or any other person associated with a failure to install Products in accordance with Geotab installation documentation, applicable laws, vehicle manufacturer requirements and recommendations, and industry standards.

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

I. 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 the 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 at the following links, 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:

1. wireless provider terms are and will be set out at Attachment 1; and
2. other provider terms (including OEM, cloud storage, mapping and posted road speed provider terms) are and will be set out at Attachment 2.

ATTACHMENT 1 – WIRELESS PROVIDER TERMS

By accepting the Geotab End User Agreement, Customer also accepts these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers.

The following terms apply if you have subscribed for wireless communication services (“services”) through Geotab. “You” means Customer; “us” or “we” means Geotab. References to the “underlying carrier” refer to the provider of the wireless communication services or its reseller, in either case from whom we procure wireless communication services.

1. You acknowledge that the services provided by the underlying carrier are made available only when the 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. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our 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. You acknowledge 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 the wireless services in accordance with applicable law for their own legitimate purposes. For clarity all Individual Vehicle Data and Driver Data (as those terms are defined in the Geotab End User Agreement) is encrypted while in transit over carrier networks in accordance with our [Geotab Technical and Organizational Data Security Measures Statement](#), as amended by us from time to time.

4. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER BY VIRTUE OF THIS AGREEMENT AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE 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 YOU, 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 the equipment may only be used in such equipment and in no other wireless device. 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 may not resell the service to any other party.

6. You may only roam incidentally to your use of the Products in your country of residence. The foregoing may not apply to services provided by certain underlying carriers.

7. You 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 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.

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

ATTACHMENT 2 – OTHER PROVIDER TERMS

By accepting the Geotab End User Agreement, Customer also accepts these Other Provider Terms. In these terms, "we" "us" and "our" mean Geotab and "you" and "your" mean Customer. Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Geotab, many of which require Geotab to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. 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 Geotab End User Agreement, 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.

A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third party co-location facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored either on our 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 Geotab and/or Google according to this Agreement 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 Geotab has contracted, except if you are located in Europe, in which case we 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 Agreement, 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.

B. 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 Geotab Inc. ("Geotab", "we" or "us") 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 our Products 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, 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 MyGeotab service, where you have been specifically licensed by Geotab, you agree that you are 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 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 / Google Earth Additional Terms of Service. You agree to be bound by the Google Maps Terms, available at: 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.

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.

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.

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with Geotab and Google services - to Geotab 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, judgements, 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 of 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:

A. 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.

B. 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.

B. 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.

C. 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.

D. This notice will be marked on any reproduction of this computer software, in whole or in part.

D. 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 an 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.

E. 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/>.

F. VEHICLE MANUFACTURER EMBEDDED TELEMATICS DATA TERMS

If you subscribe to a data plan where Geotab 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 you 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 Geotab you:
 - a. Represent and warrant that you have properly enrolled the provided VIN with the vehicle manufacturer;
 - b. Represent and warrant that you are legally entitled to activate the provided VIN with Geotab and you will provide evidence of such rights upon reasonable written request from Geotab;
 - c. Understand and agree that the OEM has certain rights to the data gathered by the OEM Telematics that depend on your agreement with the OEM and that Geotab 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. Understand and agree that the data received by Geotab from the OEM Telematics (“**OEM Telematics Data**”) may be limited by factors outside of Geotab's control, for example, issues related to cellular coverage, carrier outages, carrier network service interruptions, modem deactivation and/or tampering, material failure of data supplying components on the vehicle and any actions taken by you or the OEM that alter or limit the data flow before the data is received by Geotab;
 - e. Represent and warrant that you will notify the driver and other occupants of the vehicle that OEM Telematics Data is being collected and shared with Geotab in accordance with your obligations under all applicable laws and industry best practices;
 - f. Agree to promptly inform Geotab 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 you provide to Geotab in accordance with Section 1 of these OEM Data Terms, above, Geotab will:
 - g. Receive OEM Telematics Data from the applicable OEM for the VINs provided by you;
 - h. Store, retrieve, display and generally make available to you the OEM Telematics Data;
 - i. Treat the OEM Data in accordance with the Geotab end user agreement (“EUA”), as modified by any applicable provisions of these OEM Data Terms.
2. Termination
 - a. Geotab may terminate further access to some or all OEM Telematics Data: (i) on 30 days written notice to you, or (ii) without notice to you in the event that circumstances become such that continuing to provide the applicable OEM Telematics Data to you would impose a commercially unreasonable burden on Geotab.
 - b. You may unenroll a vehicle at any time by contacting your Geotab reseller, or through such other method as Geotab may provide.
3. DISCLAIMER.
 - . Geotab does not guarantee the quality, quantity or reliability of the OEM Telematics Data.
 - a. Geotab is not responsible for data security for the OEM Telematics Data before that data arrives at Geotab servers.

- b. THE OEM TELEMATICS DATA IS PROVIDED "AS IS", AND GEOTAB 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.
- c. OTHER THAN AS EXPLICITLY PROVIDED IN THIS AGREEMENT, GEOTAB 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 SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT GEOTAB WILL CORRECT ANY SERVICE ERRORS;
- d. FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND GEOTAB'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE CLAIM OR, IF (A) GEOTAB CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, OR (B) GEOTAB COULD SUBSTANTIALLY CORRECT THE DEFICIENCY BUT THE CORRECTION OR MANNER OF CORRECTION IS NOT COMMERCIALY REASONABLE, IN GEOTAB'S DISCRETION, THEN IN EITHER INSTANCE YOU MAY TERMINATE THE DEFICIENT SERVICES AND GEOTAB WILL REFUND TO YOU THE PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
4. Indemnity. To the fullest extent permitted by applicable law, you will indemnify Geotab, its affiliates, and their respective directors, officers, employees and agents for all expenses (including attorney fees, settlements, and judgments) incurred by Geotab in connection with all third party claims (including lawsuits, administrative claims, regulatory actions, and other proceedings) to the extent they arise from (a) your representations, performance or obligations under these OEM Data Terms, (b) your violations of any applicable law, ordinance or regulation or government authorization or orders with respect to any of the OEM Telematics Data, (c) your improper access or use of any OEM Telematics Data; (d) any claim that you violate any intellectual property rights of a third party; or (e) any claim brought by anyone utilizing your vehicle, for your failure to provide proper notice or gather consent for the use or sharing of the OEM Telematics Data.
5. Limitation of Liability. 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. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS TO YOU 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 YOU UNDER THIS AGREEMENT FOR THE APPLICABLE OEM TELEMATICS DURING THE ONE-YEAR PERIOD PRECEDING THE DATE OF THE CLAIM. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE YOU PROVIDE NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

Additional Terms Applicable to OnStar OEM Telematics Only:

1. TO THE FULLEST EXTENT PERMITTED BY LAW, ONSTAR WILL NOT BE LIABLE TO YOU, 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.

2. 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 Geotab 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).

3. Additional Restrictions on use of OnStar OEM Telematics Data. If you receive data with respect to seat belt use in a vehicle you may use it solely as part of your driver safety programs, for example, to measure success rates of your safety programs, to identify drivers that may require coaching or training or to reinforce safety policies. You 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 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.