

OTHER PROVIDER TERMS IN GEOTAB END USER AGREEMENT

By accepting the Geotab End User Agreement, you also accept these Other Provider Terms. 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.

1. Internet Bandwidth Services - Acceptable Use Policy

With respect to any Internet Bandwidth Services, you shall not use and shall not permit such Internet Bandwidth Services or any related Services to be used, including any use by your employees, agents, representatives, clients, contractors, end-users and any third parties who use or access such Services (collectively, "Users"), in any manner which: (i) could cause loss or degradation of our service or our service providers' service to any of other of our or their customers or Internet users; (ii) could compromise the security or integrity of others' computer systems or software; (iii) creates, collects, transmits, stores or exchanges any material in violation of any applicable laws; or (iv) would be reasonably expected to constitute grounds for our or our service providers' exposure to civil or criminal liability.

The acts and omissions of Users shall be deemed to be your acts and omissions for the purposes hereof (including for purposes of liability) and you shall be held directly accountable for any actual or attempted contravention of this Acceptable Use Policy ("AUP") by any User. If we or our service providers detect or becomes aware of any use of any Internet Bandwidth Services in contravention of this AUP, we and our service providers will favour responses that address the breach while minimizing any disruption of the Internet Bandwidth Services or other Services. For example, if the contravention is ongoing and the contravention puts the ongoing operation of our or our service providers' data centres or the provision of Services to our or our service providers' other customers in jeopardy, or exposes us or our service providers to civil or criminal liability, we or our service providers may suspend the Internet Bandwidth Services and any related Services and inform you of the suspension. If the contravention does not put the ongoing operation of us or our service providers' data centres or the provision of Services to us or our service providers' other customers in jeopardy or expose us or our service providers to civil or criminal liability, we will inform you of the contravention. Once informed of any such contravention, you will take reasonable steps to promptly stop any ongoing contravention and mitigate the effect of the contravention.

We and our service providers reserve the right to change this AUP from time to time and will notify you by posting a revised copy of the AUP at our website or by such other method of communication as we or our service providers determine appropriate.

2. 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-notices/>. 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/en/terms/eula/us>.

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

- 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.
- C. 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.
- D. 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.
- E. 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 and issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and you confirm that you accept and agree to such End User Terms.

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/>.