

TRAILER TELEMATICS – FLEETPULSE
SUBSCRIPTION SERVICES TERMS AND CONDITIONS

Last Updated: February 26, 2024

These Subscription Services Terms and Conditions (“**Terms**”) together with any Order Form which refer to these Terms (together, the “**Agreement**”) is a legally binding agreement between the party signing the Order Form or otherwise accepting these Terms as set forth in this paragraph (“**Customer**” or “**you**”) and Trailer Telematics Inc. (“**Trailer Telematics**”) and applies to the access and use of the Services. PLEASE READ THESE TERMS CAREFULLY. WHEN YOU CLICK "SUBMIT," CHECK A BOX, OR OTHERWISE ACCESS OR USE THE SERVICES, CUSTOMER AND TRAILER TELEMATICS ARE AGREEING TO BE BOUND BY THE AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH ANY OF THESE TERMS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICES.

If you are accepting these Terms on behalf of Customer, you represent and warrant you have full legal authority to bind Customer to the Agreement and you have read and understand the Agreement. If you do not have such authority or do not agree with any of terms and conditions, you must not accept these Terms, and Customer nor any of its users may use the Services. Capitalized terms are defined in Section 14 or where they are first used in the Agreement.

1. SERVICES PROVIDED

1.1 Services. Subject to the terms of the Agreement, including payment of all Fees, during the Term, Trailer Telematics grants Customer a limited, non-exclusive, revocable right to access and use the Services and Documentation solely in accordance with the Agreement and for Customer’s own internal business use. Trailer Telematics will use commercially reasonable efforts to provide the Services in material conformance with the Documentation and the Agreement. Customer may not resell, transfer, assign, or sublicense Customer’s rights under the Agreement to any third party or use the Services to run an outsourcing business or provide services for the benefit of any third party.

1.2 Updates.

(a) Trailer Telematics may make changes to these Terms from time to time. Unless otherwise noted by Trailer Telematics, material changes to these Terms will become effective 30 days after they are posted, except if the changes are required by applicable law, they will be effective immediately. Trailer Telematics will use commercially reasonable efforts to provide advance notice of changes, and the amended Terms will be posted to Trailer Telematics’ website or within the Services with an update to the “Last Updated” date above. If Customer does not agree to the updated Terms, Customer may stop using the Services. Customer’s continued access to and use of the Services will constitute Customer’s acceptance of the changes.

(b) Trailer Telematics may make commercially reasonable updates to the Services from time to time. Trailer Telematics will inform Customer using commercially reasonable means if Trailer Telematics makes a material change to the Services that has a material adverse impact on Customer’s use of the Services. Certain changes may affect or erase certain Customer Data. Trailer Telematics will not be responsible for any such lost data in connection with any changes made to the Services.

1.3 Third-Party Providers. Customer acknowledges that Trailer Telematics may use the services of third-party contractors, including third-party data centers, cloud providers, and software implementation consultants, in providing the Services (collectively, “**Service Providers**”) and that the Services (including Customer Data) is hosted and processed on a network owned and maintained by a Service Provider. Trailer

Telematics will be responsible for the performance of its employees and Service Providers and their compliance with Trailer Telematics' obligations under the Agreement.

1.4 System Operations and Limitations.

(a) The Services will be provided by Trailer Telematics in connection with Customer's use of its Trailer Telematics Equipment that sends and receives information via wireless and landline communications networks and signals from global positioning system ("GPS") satellites. The availability and use of the Services is subject to a number of limitations, including the following: (i) the Services are only available in the United States, Mexico, and Canada; (ii) in order to send and receive information, the wireless service provider for that area must have network coverage, network capacity, reception when the service is needed, and technology that is compatible with the Services; (iii) the Services may be impaired by wireless and landline communications problems caused by atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, jamming, and other factors and conditions outside the reasonable control of Trailer Telematics; (iv) the Services that involve location information about Customer's Trailer Telematics Equipment cannot work unless GPS signals are unobstructed, available in that place and compatible with the Customer Trailer Telematics Equipment's hardware and software; (v) Customer's Trailer Telematics Equipment must have a working electrical system (including adequate battery power) for the Services to operate; (vi) the Services may not work if Customer has not maintained Customer's Trailer Telematics Equipment in good working order and in compliance with all government regulations; (vii) the Services may not work if Customer tries to add, connect, or modify any equipment or software in Customer's Trailer Telematics Equipment (such as plugging devices into the vehicle's electrical system or diagnostic port, or otherwise modifying the Trailer Telematics Equipment); (viii) the Services may be impaired by hills, tall buildings, tunnels, weather, or damage to important parts of Customer's Trailer Telematics Equipment in an accident; or (ix) the Services may fail or be delayed by Force Majeure Events. TRAILER TELEMATICS WILL NOT BE LIABLE OR RESPONSIBLE FOR CUSTOMER'S INABILITY TO ACCESS OR USE THE SERVICES OR ANY CUSTOMER DATA DUE TO ANY SUCH LIMITATIONS.

(b) The Services require a compatible 4G LTE cellular or wireless network provided by an independent cellular or wireless company not within Trailer Telematics' control. Such 4G cellular network is not available in all areas. In areas with 4G LTE network coverage, signal strength may vary and/or may not be available at all times. Cellular and wireless technology is evolving, and changes to cellular and wireless networks may affect future Services functionality. Customer is responsible for checking with Customer's cellular or wireless network carrier for details on anticipated 4G network availability in Customer's area and how this may affect Customer's planned usage of the Services. Should a cellular or wireless provider terminate or restrict network service or availability, the Services may be suspended or terminated by Trailer Telematics without notice or liability to Trailer Telematics and/or its agents. Trailer Telematics is not responsible for equipment replacement or upgrades, or associated costs, that may be required for continued operation of the Services due to cellular or wireless network changes. Certain remote functions require a compatible smartphone or other wireless device, not included with Customer's Trailer Telematics Equipment. Standard text rates and/or data usage rates, as dictated by the cellular or wireless company, may apply to the Services communications received by email or SMS/text message.

(c) Customer does not have any right in the wireless phone number assigned to Customer's Trailer Telematics Equipment for use with the Services. Customer agrees that Customer has no contractual relationship whatsoever with the wireless service carrier and that Customer is not a third-party beneficiary of any agreement between Trailer Telematics and the carrier. IN ADDITION, CUSTOMER EXPRESSLY AGREES THAT THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND THAT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE

REMEDY AND THE TOTAL LIABILITY OF THE WIRELESS CARRIER IN CONNECTION WITH THE AGREEMENT, INCLUDING FAILURE, CESSATION, DISCONTINUATION, CANCELLATION, OR DISRUPTION OF WIRELESS SERVICE, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE LIABILITY CAP SET FORTH IN THESE TERMS.

1.5 **Mobile Application.** If you download or install Trailer Telematics' mobile application (*e.g.*, from Apple's App Store or Google Play) or any updates to it (collectively, the "**Mobile App**"), the following terms apply to you:

(a) Trailer Telematics grants you a limited, non-exclusive, non-transferable license to use the Mobile App on mobile devices that you own or control for your business use solely in connection with the Services. You may not distribute or make the Mobile App available over a network where it could be used by multiple devices at the same time.

(b) You will not (i) rent, lease, lend, sell, transfer, redistribute, or sublicense the Mobile App; (ii) copy (except in connection with your download and installation), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App; (iii) remove any proprietary rights notices or legends associated with the Mobile App; or (iv) access or use the Mobile App to design, develop, or create a competitive or similar application or offering.

2. **CUSTOMER ACCOUNT**

2.1 **Authorized Users.** Trailer Telematics will provide or make available to Customer Access Credentials to access Customer's account for the Services. Only Authorized Users appointed by Customer are entitled to access Customer's account and use the Services under the terms of the Agreement.

2.2 **Access Credentials.** Customer is responsible for the access of the Customer account and use of the Services by any Authorized User, as well as for Customer account access and use of the Services by any third party through Customer's Access Credentials, whether authorized or not. Customer is responsible for implementing security measures to safeguard Customer's Access Credentials and to prevent use and disclosure by unauthorized third parties. Customer will promptly notify Trailer Telematics in writing of any unauthorized use of the Services or Access Credentials that comes to Customer's attention. Neither Trailer Telematics nor any of its service providers has any obligation to inquire about the authority of anyone using Customer's Trailer Telematics Equipment or Customer's personally identifiable information that can be used to identify Customer's account to request services for Customer's Trailer Telematics Equipment. TRAILER TELEMATICS WILL NOT BE LIABLE FOR, AND TRAILER TELEMATICS EXPRESSLY DISCLAIMS, ANY LIABILITY FOR LOSSES, COSTS, OR EXPENSES CAUSED BY ANY UNAUTHORIZED USE OF THE SERVICES THROUGH CUSTOMER'S ACCOUNT.

2.3 **SMS Messaging.** Services may provide certain communications features available through the use of "short message service" ("**SMS**") text messaging. If Customer elects to receive SMS messages to Customer's or its personnel's mobile devices and/or email messages as part of the Services, Customer hereby authorizes Trailer Telematics to send SMS messages and/or email messages to Customer. To elect to receive SMS messages on one or more mobile devices, Customer must be, and warrants that Customer is, or one or more of its employees or agents (having provided Customer with corresponding permissions) are, the authorized user(s) of the mobile devices. Customer acknowledges that Customer has the option for the Term to opt-in or opt-out of receiving SMS and/or email messages, although Trailer Telematics is under no obligation to provide either email or texting options. The number of SMS messages Customer receives will vary depending upon activity involving the Customer Trailer Telematics Equipment. Customer's receipt of SMS messages may result in Customer or the applicable Customer employee(s) incurring additional messaging or data fees from Customer's (or its employees' or agents') wireless carrier(s) for which Customer and/or its employees or agents are solely liable.

3. CUSTOMER OBLIGATIONS

- 3.1 **Third-Party Products and Services.** Use of the Services requires that Trailer Telematic Equipment be properly installed on Customer's trailers. Customer will obtain and maintain, at Customer's sole cost and expense, the Trailer Telematic Equipment and any other computer hardware, equipment, third-party software, and all Internet, cellular, or network connections required to access or use the Services. Customer is responsible for ensuring that all components of Customer's Trailer Telematic Equipment are working properly.
- 3.2 **Security.** Customer will use reasonable security precautions and employ administrative, physical, and/or technical safeguards in view of Customer's use of the Services. Customer will reasonably cooperate with Trailer Telematics' investigations into Services outages, security problems, and/or suspected breaches of the Agreement. If Trailer Telematics elects to make portions of any Customer Data available through an application programming interface ("API"), Customer may be required at Trailer Telematics' discretion to use one or more unique digital "keys" to access the API, which will be provided by or on behalf of Trailer Telematics. Customer agrees to use any such keys solely for Customer's own internal business use and not to share any such keys with any third party without the express written consent of Trailer Telematics.
- 3.3 **Malicious Code.** Customer will take commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the Services, and Customer will neither insert nor permit the insertion or introduction of any Malicious Code into the Services. Trailer Telematics may immediately suspend Customer's access to the Services if Trailer Telematics detects Malicious Code or reasonably suspects that Malicious Code was introduced by Customer or through the use of Customer's Access Credentials.
- 3.4 **Restrictions.** Customer agrees that the Services and Trailer Telematics Platform contain trade secrets and other valuable proprietary information belonging to Trailer Telematics. Customer will not: (a) alter, copy, modify, translate, or make derivative works of, or permit the alteration, copying, modification, translation, or making derivative works of, the Services, Trailer Telematics Platform, or any component thereof; (b) attempt to derive the source code or object code for the Services or Trailer Telematics Platform, including by reverse engineering, decompiling, disassembling, or similar means; (c) seek to acquire any ownership interest in or to the Services or Trailer Telematics Platform; (d) license, offer, sell, transfer, or lease the Services or Trailer Telematics Platform or attempt any of the foregoing; (e) remove, alter, or obfuscate any copyright, trademark, or other proprietary rights notices included with the Services or Trailer Telematics Platform; (f) access the Services or use the Trailer Telematics Platform in order to design, develop, or build a similar product or competitive product; (g) enable access to the Services by anyone other than an Authorized User; (h) develop any scripts or software applications that interact with or integrate with the Services unless first authorized in writing by Trailer Telematics; and (i) circumvent or modify any security technologies designed to prevent unauthorized access to the Services. Customer will not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Trailer Telematics without Trailer Telematics' express written consent. Customer will not use any meta-tags or any other "hidden text" utilizing any of Trailer Telematics' names, trademarks, or service marks without the express written consent of Trailer Telematics.
- 3.5 **Acceptable Use.** Customer will not use the Services, and will ensure that Authorized Users do not use the Services, to: (a) infringe on, violate, dilute, or misappropriate the Intellectual Property Rights of any third party or any rights of publicity or privacy of any person; (b) engage in any fraudulent, unlawful, or abusive activities; (c) store, send, or post defamatory, inflammatory, trade libelous, threatening, abusive, hateful, harassing, obscene, pornographic, or indecent content or data; (d) interfere with or attempt to interfere with or disrupt the integrity, security, functionality, or proper working of the Services or Trailer Telematics provision of services to other customers; (e) attempt to discover, access, read, alter, destroy, or damage

any programs, data, or other information stored on or in connection with the Services; or (e) upload or transmit any content that constitutes unsolicited or unauthorized advertising promotional materials, commercial activities, or any other form of solicitation.

3.6 **Transfer of Trailer Telematics Equipment.**

(a) If Customer transfers any of the Trailer Telematics Equipment that is subject to a Services subscription (or sells any of the trailers on which such Trailer Telematics Equipment is installed), Customer will provide Trailer Telematics prompt written notice of the transfer or sale, the vehicle identification numbers (VIN) of the trailers, and the identity and contact information of the transferee or buyer (“**Buyer**”). Upon such transfer or sale, Trailer Telematics will be entitled to terminate the Services, and neither Customer nor the Buyer will be entitled to any credit or refund for any prepaid Fees for the remainder of the annual term, except if Customer has prepaid Fees for two years or more, upon such transfer or sale, the Buyer will be entitled to use the remaining value of the Services prepaid by Customer as a credit toward continued use of the Services, provided that Trailer Telematics reserves the right to establish new pricing for the Buyer. In any case, any Buyer will be required to enter into a new agreement with Trailer Telematics for the Services that are subject to these Terms for the purchased or acquired Trailer Telematics Equipment.

(b) If Customer fails to notify Trailer Telematics of a transfer or sale as set forth in Section 3.6(a), Customer will remain responsible for any liability incurred under the Agreement based on any use or misuse of the Services or the Trailer Telematics Equipment. Trailer Telematics will not be responsible for any claims, damages, or losses, including those related to data privacy, that Customer may suffer if Customer fails to notify Trailer Telematics of the transfer or sale of the Trailer Telematics Equipment.

4. **CUSTOMER DATA**

4.1 **Ownership.** Customer owns and retains all right, title, and interest in and to the Customer Data, including all Intellectual Property Rights therein. Customer acknowledges and agrees that Customer (not Trailer Telematics) has control over Customer Data stored by operation of the Services.

4.2 **Use of Customer Data.** Customer acknowledges and agrees that Trailer Telematics will be collecting technical data and related information transmitted by the Trailer Telematics Equipment as part of Customer Data (“**Telematics Data**”). Telematics Data does not include Customer Personal Data. Customer hereby grants Trailer Telematics and its Affiliates a worldwide, royalty-free, fully paid, transferable, assignable, sublicensable (through multiple tiers), perpetual, and irrevocable license to collect, host, use, access, view, store, copy, display, create derivative works of, disclose, delete, or otherwise process any (a) Customer Data to (i) provide the Services, (ii) communicate with Customer about Customer’s account, (iii) comply with the law and any legal and regulatory requirements, including court orders, subpoenas, and requests or requirements for information made by regulatory or investigatory entities, (iv) prevent fraud or misuse of the Services, (v) support the Services or check, service, or maintain Customer’s Trailer Telematics Equipment (including sharing that information with roadside assistance providers, emergency service providers, or others, as needed) and (b) Telematics Data for any lawful purpose. Trailer Telematics will not be required to transmit or provide Customer or any third party with Customer Data in any format except as required by applicable law.

4.3 **Data Security.** Trailer Telematics has established, and will maintain during the Term, commercially reasonable administrative, physical, and technical safeguards to protect Customer Data. Those safeguards will include measures for preventing unauthorized access to or use, modification, or disclosure of Customer Data. Because the Services are provided through wireless and satellite networks, Trailer Telematics cannot promise or guarantee that Customer’s communications will not be intercepted by others. Customer agrees Trailer Telematics will not be liable for any damages for any loss of privacy

occurring in communication over such networks. If Customer does not notify Trailer Telematics of a sale or transfer of Customer's Trailer Telematics Equipment, Trailer Telematics may continue to send reports or other information about the Trailer Telematics Equipment or the account to the address currently on file with Trailer Telematics. In such case, Trailer Telematics is not responsible for any privacy related damages Customer may suffer. TRAILER TELEMATICS DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED ACCESS, USE, OR RELEASE OF ANY CUSTOMER DATA, UNLESS SUCH ACCESS, USE, OR RELEASE RESULTS FROM TRAILER TELEMATICS' FAILURE TO MEET ITS SECURITY OBLIGATIONS UNDER THIS PARAGRAPH.

4.4 **Rights in Customer Data.** Customer represents and warrants to Trailer Telematics that it has the rights, licenses, and/or permissions necessary to grant the license and use rights in [Section 4.2](#) and to otherwise provide Customer Data to Trailer Telematics or allow the collection of Customer Data by Trailer Telematics in connection with Customer's use of the Services and/or Customer's Trailer Telematics Equipment. Customer will comply with all applicable local, state, national, and foreign laws in connection with Customer's use of the Services, including those laws related to data privacy and the transmission of Customer Personal Data. Customer will be solely responsible for ensuring that any processing of Customer Data by Trailer Telematics and/or Customer via the Services does not violate any applicable laws. Customer acknowledges that Trailer Telematics exercises no control over the content of Customer Data. Customer will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright, privacy rights, or any other Intellectual Property Rights without first obtaining the permission of the owner of such rights. Without limiting the generality of the foregoing, Customer will: (a) ensure that Customer and Trailer Telematics, to the extent acting on Customer's behalf, have the right to collect, store, use, process, and share the Customer Data via the Services; and (b) provide adequate notice to, and obtaining any necessary consents from, any individuals as required under applicable laws with respect to the Customer Data collected, stored, used, processed, and shared in connection with the Services.

4.5 **Compliance with Laws.** Customer will comply with all applicable local, state, national, and foreign laws in connection with Client's use of the Services and the Trailer Telematics Equipment. Customer acknowledges that all system hardware, system software, proprietary data, know-how, or other data or information (herein referred to as "**Systems**") obtained from Trailer Telematics may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export, re-export, and transfer may be restricted or prohibited. Customer agrees not to, directly or indirectly, import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any such Systems to any destination, entity, or persons prohibited or restricted under any law or regulation, unless Customer has first obtained prior written consent of Trailer Telematics and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 **Ownership by Trailer Telematics.** Subject to the use rights granted under these Terms, as between the parties, Trailer Telematics owns and retains all right, title, and interest in and to the Services, Documentation, Trailer Telematics Platform, Mobile App, and any improvements, modifications, enhancements, or derivatives of the foregoing, all work product (including any software) and deliverables created under any Statement of Work, and all Intellectual Property Rights relating to any of the foregoing. The Agreement does not convey to Customer any rights of ownership in or related to the Services, Documentation, Trailer Telematics Platform, work product, or deliverables. Customer's use of any such work product or deliverables will be included as part of Customer's access and use rights of the Services as set forth in the Agreement. Except for the rights expressly granted in these Terms, no other rights are granted to Customer in, to, or under Trailer Telematics' Intellectual Property Rights, whether by implication, estoppel, waiver, or otherwise.

5.2 **Usage Data.** Notwithstanding anything to the contrary in the Agreement, Customer agrees that Trailer Telematics may generate, collect, store, use, transfer, and/or disclose to third parties Usage Data to perform data analytics; to monitor, improve, and support the Services; to design, develop, and offer Trailer Telematics products and services; and for any other lawful purpose. Trailer Telematics owns and retains all rights to Usage Data, and no rights are granted to Customer, whether by implication, estoppel, waiver, or otherwise in or to any Usage Data. Trailer Telematics has no obligation to provide or make any Usage Data available to Customer.

6. PROFESSIONAL SERVICES

6.1 **Statement of Work.** During the Term, Customer may request Trailer Telematics to perform Professional Services under a Statement of Work. Each Statement of Work will include: (a) a reference to the Agreement; (b) a description of the Professional Services; (c) the schedule for the performance of Professional Services; and (d) the fees, costs, and expenses payable by Customer to Trailer Telematics in connection with the performance of such Professional Services. Each Statement of Work will become effective upon execution by authorized representatives of both parties, and the relevant terms and conditions of the Agreement will be deemed incorporated by reference into and will govern the Statement of Work. If there is any conflict between the terms and conditions of the Agreement and any Statement of Work, the conflicting term in such Statement of Work will govern but only for such Statement of Work.

6.2 **Professional Services.** Customer will pay Trailer Telematics for the Professional Services as set forth in the applicable Statement of Work. Trailer Telematics will use commercially reasonable efforts to perform the Professional Services in a professional manner in accordance with applicable industry standards.

6.3 **Cooperation.** Customer will comply with all of Trailer Telematics' reasonable requests made in connection with the provision of Services and Professional Services, Customer acknowledges and agrees that Trailer Telematics' ability to meet the schedule set forth in the Statement of Work is conditioned on Customer remaining engaged through the duration of the Professional Services, including by providing access to Customer resources, personnel, systems, and information and otherwise completing Customer's obligations as set forth in the applicable Statement of Work in a timely manner in order to meet the project schedule. Trailer Telematics will have no liability for any delays, deficiencies, or failures that occur in the performance of Services or Professional Services as a result of (a) Customer's failure to cooperate or its delay in cooperating or (b) Customer's breach of the Agreement or Statement of Work.

7. FEES AND PAYMENT TERMS

7.1 **General.** Customer will pay Trailer Telematics the Fees set forth in the Order Form or Statement of Work, as applicable. Except as set forth in the Order Form, Trailer Telematics will invoice Customer (a) for the Services upfront on an annual basis or (b) for the Professional Services as set forth in the Statement of Work.

7.2 **Expenses.** Unless specified in the applicable Statement of Work, upon invoice from Trailer Telematics, Customer will reimburse Trailer Telematics for all pre-approved, reasonable expenses incurred by Trailer Telematics while performing the Professional Services.

7.3 **Payment to Trailer Telematics.** Unless otherwise provided in the Order Form or Statement of Work, Customer will pay Trailer Telematics' invoice within 30 days of receipt through electronic funds transfer using Automated Clearing House (ACH) or by check. Customer and Trailer Telematics will enter into the necessary payment authorizations forms to enable payments by Customer via ACH. All payments pursuant to the Agreement: (a) are nonrefundable unless otherwise expressly stated in the Agreement; (b) will be made in U.S. Dollars; and (c) are exclusive of taxes and duties, which will be paid solely by Customer (other than taxes based on Trailer Telematics' net income). The terms of payment specified herein are subject to approval of Customer's credit by Trailer Telematics, and Trailer Telematics may at any time revise the

specified terms of payment to require payment in advance. Trailer Telematics may assess a late charge of the lesser of 1.5% per month or the maximum rate allowed under applicable law for all late payments. Customer will reimburse Trailer Telematics for all costs and expenses (including reasonable attorneys' fees) incurred by Trailer Telematics in collecting any past due amounts.

8. **TERM, TERMINATION, AND SUSPENSION**

8.1 **Term.** The term of the Agreement commences on the Effective Date set forth on the Order Form and continues until the stated term in the Order Form has expired or has otherwise been earlier terminated as set forth in the Agreement (the "**Term**"). Except as otherwise specified in an Order Form, subscription to the Services will automatically renew for one-year terms, unless and until either party gives the other party notice of non-renewal at least 60 days before the end of the then-current term, and such Order Form will terminate at the end of such notice period.

8.2 **Termination for Cause.** Either Customer or Trailer Telematics may terminate the Agreement upon written notice to the other party (a) if such other party commits a material breach of the Agreement and fails to cure such breach within 30 days of having received notice of the breach; or (b) immediately if the other party becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver for the whole or part of its assets, if there is a filing of voluntary bankruptcy petition by such other party or the filing against such other party of an involuntary bankruptcy petition that is not stayed or dismissed within 60 days, or there is an issuance of any order or the passing of a resolution for the winding-up of such other party's business. For clarity, a breach or termination of any Statement of Work will not be considered a breach or termination of the Agreement or any Order Form.

8.3 **Suspension of Services.** Trailer Telematics may suspend or limit access to the Services at any time: (a) if Trailer Telematics determines or reasonably suspects that Customer is using the Services in violation of applicable law or in connection with any fraudulent activity; (b) if Trailer Telematics reasonably determines that Customer's use of the Services adversely affects or interferes with the normal operation of the Services, the Trailer Telematics Platform, or any service to others; (c) if Trailer Telematics is prohibited by an order of a court or other governmental agency from providing the Services; (d) for Customer's non-payment of any Fees due and payable to Trailer Telematics hereunder within 10 days of the date on which payment is due under Section 7; or (e) if Trailer Telematics reasonably believes there exists a security incident that threatens the security of the Services, Customer Data, or any data of others. TRAILER TELEMATICS WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, OR LOSSES AS A RESULT OF ANY SUSPENSION OR LIMITATION OF CUSTOMER'S USE OF THE SERVICES IN ACCORDANCE WITH THIS PARAGRAPH.

8.4 **Effect of Expiration or Termination.** Upon any expiration or termination of the Agreement, all Fees incurred but unpaid by Customer up to and including the effective date of expiration or termination will become immediately due and payable. All rights granted to Customer under the Agreement and Trailer Telematics' obligations will immediately cease, and Customer will stop accessing or using the Services, except the following provisions will survive: Sections 3.4 (Restrictions), 3.6(b) (Transfer of Trailer Telematics Equipment), 4.1 (Ownership), 4.2 (Use of Customer Data), 5 (Intellectual Property Rights), 7 (Fees and Payment Terms), 8.4 (Effect of Expiration or Termination), 9 (Confidentiality) 10 (Indemnification), 11.2 (Disclaimer of Warranties), 12 (Limitation of Liability) and 13 (General Provisions).

9. **CONFIDENTIALITY**

9.1 **Protection.** The parties acknowledge that each party may be exposed to or receive certain information that is not generally known to the public and is marked as confidential or proprietary, or which, under the circumstances ought to be treated as confidential by the receiving party ("**Confidential Information**"). Confidential Information excludes Customer Data, which is subject to the protections and limitations in

Section 4.3 above. Each party agrees that if a party is exposed to or receives the other party's Confidential Information, the receiving party: (a) will protect Confidential Information from unauthorized disclosure using at least a commercially reasonable degree of care; (b) will not disclose Confidential Information to any third party (provided that Trailer Telematics may disclose Customer's Confidential Information to any of its Affiliates or to any Service Provider bound by confidentiality obligations at least as protective as those contained in these Terms as is necessary for the provision of Services); and (c) will use the Confidential Information solely for the purpose of performing or exercising its rights under the Agreement. Customer will not disclose the terms or conditions of the Agreement, including any Fees, to any third party.

- 9.2 **Exceptions.** A party will not be liable for disclosure or use of any information which: (a) rightfully becomes publicly available other than by a breach of a duty owed to the disclosing party; (b) is rightfully received from a third party without any obligation of confidentiality; or (c) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information. A party may disclose Confidential Information of the disclosing party if required by law or court order, on the condition that the receiving party promptly notifies the disclosing party of such law or court order and upon request, reasonably cooperates with the disclosing party to limit the scope of disclosure and/or obtain a protective order.
- 9.3 **Return.** After any expiration or termination of the Agreement, upon request from the disclosing party, the receiving party will, within 30 days of such request, return or destroy (at disclosing party's reasonable direction) all materials or media containing any Confidential Information of the disclosing party, including all copies thereof, and will certify in writing to the disclosing party that all such Confidential Information has been returned or destroyed. The preceding return or destruction provision will not apply to automatic back-up copies of Customer's Confidential Information made by Trailer Telematics in the ordinary course of providing the Services and Professional Services, provided that Trailer Telematics will remain bound by its confidentiality obligations hereunder with respect to such Confidential Information for so long as it retains such back-up copies.
- 9.4 **Injunctive Relief.** Trailer Telematics and Customer expressly acknowledge and agree that no adequate remedy exists at law for an actual or threatened breach of this Section 9 and that in such event the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.
- 9.5 **Survival.** The obligations set forth in this Section 9 will survive until five years from the date of the disclosure of such Confidential Information.
- 9.6 **Feedback.** Customer may from time to time voluntarily provide suggestions, enhancements, recommendations, requests for features or functionality, comments, or other feedback ("**Feedback**") to Trailer Telematics regarding the Services or Trailer Telematics Equipment. Feedback, even if designated as "confidential" or "proprietary" by a Customer, will not create any confidentiality or other obligation for Trailer Telematics, and Customer hereby grants Trailer Telematics a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to copy, disclose, use, or otherwise exploit such Feedback for any purpose.

10. INDEMNIFICATION

Customer will indemnify, defend, and hold harmless Trailer Telematics and its Affiliates, and its and their officers, employees, and agents harmless against any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) based upon any claim (a) alleging that any Customer Data infringes or violates any third-party right, including but not limited to Intellectual Property Rights, right to privacy, or publicity rights; (b) arising from Customer's breach of any of its obligations under Section 4.3 (Rights in

Customer Data and Compliance with Laws) and Section 3 (Customer Obligations); (c) arising in connection with the operation or conduct of Customer's business, including any personal injury to or death of any person or persons, damage of any property, financial loss, or interruption of any services that are caused or claimed to have been caused directly or indirectly from Customer's use, intentional misuse, or inability to use the Services or any Trailer Telematics Equipment; or (d) use of any mounting brackets, hardware, or other equipment not provided or approved for use with the Services or Trailer Telematics Equipment by Trailer Telematics. Trailer Telematics will have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense.

11. **WARRANTIES AND DISCLAIMERS**

11.1 **Limited Trailer Telematics Warranty.** Trailer Telematics represents and warrants that it (a) has the right to enter into the Agreement and (b) it will provide the Services and Professional Services in a professional and workmanlike manner. Trailer Telematics' sole obligation and Customer's sole remedy if Customer notifies Trailer Telematics of any breach of the foregoing warranty with respect to Professional Services, will be for Trailer Telematics, at its option, to re-perform the work as described in the applicable Statement of Work or refund amounts paid for such Professional Services. Customer may have, as a result of its purchase of Trailer Telematics Equipment but not arising from these Terms, a limited warranty that includes the components in Customer's Trailer Telematics Equipment. Trailer Telematics does not promise uninterrupted or problem-free service in connection with any use of the Trailer Telematics Equipment.

11.2 **Disclaimer of Warranty.** EXCEPT AS SET FORTH IN SECTION 11.1, THE SERVICES, MOBILE APP, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRAILER TELEMATICS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, MOBILE APP, PROFESSIONAL SERVICES, AND ANY TRAILER TELEMATICS EQUIPMENT, WHETHER STATUTORY, EXPRESS, IMPLIED, OR THROUGH A COURSE OF DEALING, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TRAILER TELEMATICS DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES AND MOBILE APP WILL OPERATE UNINTERRUPTED, BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. TRAILER TELEMATICS MAKES NO WARRANTY CONCERNING TIMELINESS, ACCURACY, PERFORMANCE, QUALITY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR RESULTS OBTAINED OR DERIVED THROUGH THE USE OF THE MOBILE APP, SERVICES, OR PROFESSIONAL SERVICES.

12. **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL (A) TRAILER TELEMATICS OR ANY OF ITS SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ERROR OR INTERRUPTION OF USE, LOSS, INACCURACY, OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUE, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, WHETHER OR NOT TRAILER TELEMATICS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, OR (B) TRAILER TELEMATICS' TOTAL LIABILITY UNDER THE AGREEMENT, REGARDLESS OF LEGAL THEORY (INCLUDING NEGLIGENCE), EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE FEES PAID TO TRAILER TELEMATICS BY CUSTOMER IN THE 12-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE, EXCEPT IF ANY SUCH CLAIM OCCURS WITHIN THE FIRST 12 MONTHS, THEN THE AVERAGE MONTHLY FEES PAID BY CLIENT MULTIPLIED BY 12. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 12 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS LIMITATION ON LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT.

13. GENERAL PROVISIONS

- 13.1 **Entire Agreement.** Subject to [Section 1.2](#), the Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, and agreements. If Customer provides Trailer Telematics with any pre-printed terms and conditions that appear on any purchase order or other form document, such terms will be of no force or effect.
- 13.2 **Assignment.** Customer may not assign or transfer the Agreement or any of its rights or obligations under it without Trailer Telematics' prior written consent. Trailer Telematics may freely assign the Agreement, including to its Affiliates, in connection with the sale of all or substantially all of its assets or business related to the Agreement, or a sale or other transfer of a controlling interest in Trailer Telematics, whether by merger, consolidation, sale of securities, or other legal means. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, the Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
- 13.3 **Severability.** If a court finds any term of the Agreement to be invalid or unenforceable, that term will be enforced to the maximum extent permissible so as to reflect the parties' intent, and if such enforcement is not possible, such term will be severed, and the remainder of the Agreement will remain in full force and effect.
- 13.4 **Waiver.** Either party's delay or failure to exercise any right under the Agreement or any law does not mean a party waives that right or any other rights under the Agreement in the future. No waiver of any provision of the Agreement, or any rights or obligations of either party under the Agreement, will be effective except pursuant to a written instrument signed by the party against whom the waiver is sought.
- 13.5 **Independent Contractors.** Nothing contained in the Agreement will be construed to create a joint venture or partnership between the parties. Neither party is authorized as an agent or legal representative of the other party. Neither party will have the right or authority to bind or create any obligation on the other party.
- 13.6 **Force Majeure.** Each party is excused from performance of the Agreement (other than for any payments due from Customer) and will not be liable for any delay in whole or in part caused by a Force Majeure Event.
- 13.7 **No Third-Party Beneficiary.** Nothing contained in the Agreement will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party in any manner whatsoever.
- 13.8 **Governing Law and Venue.** This Agreement will be governed in all respects in accordance with the laws of the State of Illinois, without regard to conflict of law principles that would cause the laws of any other jurisdiction to apply. Customer expressly agrees that federal and state courts located in Chicago, Illinois will have exclusive jurisdiction over any action or claim arising out of or relating to the Agreement. Each party expressly consents to personal jurisdiction in any such court and hereby irrevocably waives any objection to or claim of lack of jurisdiction or *forum non conveniens*.
- 13.9 **Interpretation.** The headings of the Agreement are for reference only and will not be used to interpret the meaning of the Agreement. Any reference to "includes" or "including" will be understood to be exemplary and not limiting and followed by "but not limited to." Each Party has had the opportunity to review the Agreement with legal counsel, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

13.10 **Notices.** All notices under the Agreement must be in writing and will be deemed to have been duly given upon: (a) personal delivery; (b) three days after sending via certified, registered mail, or deposit with a recognized courier; or (c) receipt of email sent to the email address in the Order Form. Trailer Telematics may also provide Customer notices by posting to Customer's account (which notices will be deemed to have been received immediately upon receipt), except that any email notices from Customer regarding any dispute, breach, or termination must be promptly followed by written notification to Trailer Telematics at its address 222 N. LaSalle St., Ste. 920, Chicago, IL 60601, Attn: General Counsel, by personal delivery or postal mail to be deemed effectively given and received.

14. **DEFINITIONS**

14.1 **"Access Credentials"** means passwords, user IDs, or other credentials and login information that have been provided by Trailer Telematics to Customer or that are generated in connection with Customer's use of the Services.

14.2 **"Affiliates"** means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party, but only for as long as such control exists. For the purpose of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the stock, shares, or interests entitled to vote for the election of directors or other governing body or otherwise having the ability to direct the management and policies of such entity, through contract or otherwise.

14.3 **"Authorized Users"** means individuals assigned by Customer to use the Services with log-in rights and Access Credentials, which may include Customer's officers, employees, agents, and/or contractors performing services for Customer or on Customer's behalf.

14.4 **"Customer Data"** means any information, data, content, and/or files (a) transmitted, uploaded, or stored in association with Customer's use of the Services, including Customer Personal Data; or (b) collected and/or transmitted from Customer's Trailer Telematics Equipment, which may include (i) information about the Trailer Telematics Equipment and its operation, such as identification number, GPS and navigation information, speed and distance information, driving habit and style, electrical system functions, software version information, and other spot data to assist in identifying and analyzing the performance of Customer's Trailer Telematics Equipment and (ii) data about accidents involving Customer's Trailer Telematics Equipment.

14.5 **"Customer Personal Data"** means any "personal data," "personal information," or similar terms as defined by applicable privacy or data protection laws within the Customer Data.

14.6 **"Documentation"** means any user manuals and any other instructional, technical, or training materials that are provided to Customer in printed form or via Trailer Telematics' website in connection with the Services, as may be updated by Trailer Telematics from time to time.

14.7 **"Fees"** means the applicable fees payable by Customer for the Services as set forth in the Order Form or the fees payable for the Professional Services as set forth in the applicable Statement of Work.

14.8 **"Force Majeure Event"** means an event or circumstance beyond the reasonable control of a party, including natural catastrophes, governmental acts or orders, war, terrorism, pandemics or epidemics, labor strikes or difficulties, interruptions or failure of the Internet, failures of any public utility, third-party networks (including cellular), or third-party connections, failures or defects in third-party equipment or hardware, or service outages of third-party service providers.

14.9 **"Intellectual Property Rights"** means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights now or hereafter recognized in any jurisdiction, including applications and registrations for any of the foregoing.

- 14.10 “**Malicious Code**” means any files, scripts, agents, code, or programs that are designed, intended to, or have the effect of disrupting, damaging, or interrupting the Services or the data contained therein, including any viruses, worms, time bombs, Trojan horses, and other malicious code.
- 14.11 “**Order Form**” means the order form signed by the parties for Customer’s subscription to the Services.
- 14.12 “**Professional Services**” means the services performed or provided by Trailer Telematics at additional charge relating to the Services, which may include data migration, system implementation, system configuration, business and application consulting, third-party integration, reporting set-up, and user training.
- 14.13 “**Services**” means the Trailer Telematics Platform branded as FleetPulse™ that Trailer Telematics makes available to customers as cloud-hosted services through web-based and mobile applications.
- 14.14 “**Statement of Work**” means a statement of work mutually agreed to by the parties that describe the Professional Services to be provided by Trailer Telematics for Customer.
- 14.15 “**Subscription Term**” means the period during which Customer may access and use the Services or obtain Professional Services under the Agreement as set forth on the Order Form.
- 14.16 “**Trailer Telematics Equipment**” means components, sensors, and hardware devices installed on a trailer for collecting, transmitting, and receiving data.
- 14.17 “**Trailer Telematics Platform**” means the software, applications, websites, algorithms, workflows, methodologies, processes, systems, data environment, and other technology for Trailer Telematics’ proprietary solution known as FleetPulse™ for collecting, processing, and analyzing trailer data transmitted from Trailer Telematics Equipment.
- 14.18 “**Usage Data**” means information gathered, prepared, computed, originated, or stored by Trailer Telematics resulting from the use or provision of the Services. Usage Data may include information derived from or based on Customer Data provided that any such data is de-identified and in aggregated form.

[END OF SERVICES TERMS AND CONDITIONS]