



End User License Agreement

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE ACCESSING AND USING THE COMPLETE INNOVATIONS SOFTWARE AS A SERVICE OFFERING (THE "SERVICE") ASSOCIATED WITH THIS AGREEMENT.

BY CLICKING ON THE "ACCEPT" OR "YES" BUTTON IN RESPONSE TO THE ENQUIRY AS TO ACCEPTANCE OF THE TERMS OF THIS LICENSE AGREEMENT, OR BY LOGGING IN AND ACCESSING THE SERVICE, YOU ARE ACCEPTING AND AGREEING TO, AND LEGALLY BINDING YOU, AS A LEGAL ENTITY OR A LEGAL ENTITY WHICH YOU REPRESENT AS AN EMPLOYEE OR AGENT (COLLECTIVELY THE "YOU" OR "CLIENT") TO, THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") AND THIS AGREEMENT SHALL BE A LEGALLY BINDING AGREEMENT BY AND BETWEEN THE CLIENT AND COMPLETE INNOVATIONS USA INC., ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATE, FLEET COMPLETE AUSTRALIA PTY LTD ABN 78 614 855 300 (COLLECTIVELY "FLEET COMPLETE" OR "FC"). IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT THEN YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SERVICE.

THE RIGHT TO USE THE SERVICE IS CONDITIONAL UPON ACCEPTANCE OF THIS AGREEMENT, UNLESS YOU HAVE ENTERED INTO A WRITTEN AND DULY SIGNED LICENSE AGREEMENT WITH FC, IN WHICH CASE SUCH SIGNED LICENSE AGREEMENT WILL GOVERN THE CLIENT'S USE OF THE SERVICE.

1. SCOPE AND LEGAL EFFECT

This is a legal agreement concerning your use of the Service described below. The rights granted to the Service are expressly conditioned upon acceptance of the terms and conditions contained herein by the legal entity or person acquiring the license and, if applicable, responsible for payment. If You are using the Service as an employee, the legal entity that employs you is the licensee of the Service and is referred to herein as the "Client" or "You". Your employer may have already accepted a version of this Agreement by signing an Order referencing this Agreement. In all other circumstances, you are binding your employer, and yourself personally as an employee, to this Agreement by installing and using the Service. References below to "You", "Your" or "Client" refer to the licensee of the Service.

2. DEFINITIONS

2.1 In this Agreement or in any Order relating to the Service governed by this Agreement, the following terms shall have the following meanings respectively:

"Client Data" means any data or information (a) including Personal Information (as hereinafter defined), (b) relating to an identifiable Vehicle or Vehicle Operator, (c) submitted to the Service by Client or Vehicle Operators, or (d) otherwise collected, accessed, used, disclosed, created, generated or stored by, through or in connection with the Service and transmitted to, uploaded to and/or stored on FC servers for use with the Service, but does not include FC Vision Data.

"Data Controller" shall mean the natural or legal person who alone or jointly with others determines the purposes and means of the processing of Personal Information.

"Data Processor" shall mean the natural or legal person who processes Personal Information on behalf of the Data Controller.

“Data Protection Laws” means all laws and regulations, including laws and regulations of Canada (including the Personal Information Protection and Electronic Documents Act (Canada) and the Canadian Anti-Spam Legislation), Australia, the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the GDPR, applicable to the Processing of Personal Information under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Information relates as defined in the Data Protection Laws.

“Documentation” means the explanatory user materials supplied by FC with the Service in electronic form.

“Effective Date” has the meaning ascribed thereto in Section 4.1 hereof.

“FC Server” means a FC computer server located at FC’s premises, or a third party provider of hosting and/or network services, that hosts the Software.

“FC Vision Data” has the meaning ascribed thereto in Section 10.7 hereof.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Hardware” means any mobile electronic device, mobile phone, mobile data terminal, or mobile asset (including vehicles, trailers or containers), installed modem, related sensors and other equipment or accessories onto which a mobile application has been embedded, installed or which is used to access a mobile application and which is required to use the Service as intended as described in the Documentation.

“Location Data” means data that is about or relates to the geographical location, heading, speed or similar information relating to Hardware.

“Order” means FC’s invoice or Client’s purchase order, provided that it has been accepted by FC or one of its Resellers or authorized distributors.

“Personal Information” means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.

“Processing” means any operation or set of operations which is performed upon Personal Information, as defined in the Data Protection Laws, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Reseller” means a party appointed by FC as a reseller of Hardware and Software from whom Client acquired the Service.

“Service” means the provision of Subscribers, location and data communications services, the Software and Documentation for which Client is granted rights of access and use under this Agreement, which resides on one or more FC Servers and which will be remotely accessible over the Internet by Client and its Users, including Support Services, Third Party Services and any other ancillary services available in connection therewith, as such Service may be updated from time to time by FC in its sole discretion.

“Software” means FC’s proprietary Fleet Complete® software application and the software installed on the Subscribers and other Hardware.

“Subscriber” means a Hardware device running embedded or installed software and connected to a communication network (including, but not limited to, Wi-Fi, cellular, Bluetooth and satellite networks) that transmits location information and other data to the FC Servers running the Service and which are provided by FC or a third party and installed on Client’s Vehicles to enable the provision of the Service.

“Subscription” means the right granted by FC to Client to access and use the Service in accordance with the terms of this Agreement and the applicable Order, for use in connection with the number of Subscribers and for the Subscription Term specified in the applicable Order.

“Subscription Fee” means the fee payable by Client for a Subscription as set out in the Order.

“Subscription Term” means the license term specified in the Order.

“Support Services” means the technical support services for the Service provided by FC as described in, and in accordance with, the Support Terms.

“Support Terms” means FC’s terms and conditions for the provision of Support Services to Client and its Users, a copy of which is available at www.completeinnovations.com/support.

“Telematics Data” means Client Data that is about or relates to a Vehicle Operator’s behaviour and a Vehicle’s performance, such as acceleration, braking, turning and includes Location Data.

“User” means an employee or contractor of Client.

“Vehicle” means a vehicle or mobile asset that is connected to and activated on the Service.

“Vehicle Operator” means a natural person who uses or operates a Vehicle.

“Work Order Data” means Client Data that relates to an order for services or deliveries that was dispatched from or to a Subscriber using the Courier Complete® component of the Service.

3. LICENSE GRANTS

3.1 **Service License.** Subject to the terms and conditions of this Agreement and payment of the applicable Subscription Fees, FC hereby grants to Client a non-exclusive, worldwide, non-transferable, non-sublicensable, internal right to (a) access and use (and to permit Users to access and use) the Service, solely during the Subscription Term by an unlimited number of Users; and (b) access and use, and to permit Users to access and use, the Documentation as reasonably necessary to support the Client’s permitted use of the Service during the Subscription Term for the number of Subscribers for which Client has purchased Subscriptions and pays the applicable Subscription Fees (as specified in one or more Orders).

3.2 **Restrictions.** You may not:

- (a) make copies of the Software and Documentation except as permitted in this Agreement;
- (b) reverse engineer, disassemble, reverse translate, decompile, or in any other manner decode the object code for the Software in order to derive the source code form, or decode any passwords or encrypted license or installation keys that have been provided to You by FC in order to enable the execution of the Service on unauthorized equipment, or for any other reason

do or attempt to do any of the foregoing, except to the extent the foregoing restriction is expressly prohibited by applicable law;

- (c) use the Service in violation of applicable laws, including Data Protection Laws;
- (d) assign (by operation of law or otherwise) or transfer this Agreement or Client's interest in or rights under this Agreement, or attempt to do so or enter into any agreement to do so with any other party, without the prior written agreement of FC, and any such assignment or attempted assignment shall be null and void and shall result in the automatic and immediate termination of this Agreement;
- (e) knowingly interfere with service to any of FC's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing;
- (f) create any "links" to or "frame" or "mirror" of the Service or the Software, or any portion thereof, except when using FC provided APIs;
- (g) make the Service, Software and/or Documentation available on a server that can be accessed via a public network, such as, for example and without limitation, the Internet, in a manner that allows the Service, Software, and/or Documentation to be copied by any third party;
- (h) defeat, disable or circumvent any protection mechanism related to the Service;
- (i) except as expressly provided herein, or unless expressly authorized by FC in writing, sublicense, distribute, transfer, loan, use, lease or otherwise make available the Service, Software and Documentation, or any part thereof, to any third party; or
- (j) remove or obscure any copyright notices, trade-marks, or any other proprietary legends and/or logos of FC or its licensors appearing on the Service, Software or the Documentation.

3.3 **Third Party Services.**

(a) The Service includes code, content, features, functionality, components and services that are provided by third parties ("Third Party Services"). Unless Client is required to accept and agree to an end user license agreement or terms of service for a Third Party Service in order to access and use such Third Party Service, FC hereby grants a fully paid, royalty free sublicense to Client to use each such Third Party Service in connection with its use of the applicable FC Service. The Client's use of a Third Party Service in conjunction with the Service in a manner consistent with the terms of this Agreement is permitted and the license grant, proprietary rights, warranty, indemnity and limitation of liability provisions in this Agreement will apply to Third Party Services.

(b) Customer hereby accepts and agrees to be bound by the following Third Party Services terms and conditions: (i) the [Google Terms of Service](#), (ii) the [Google Maps/Google Earth Additional Terms of Service](#), (iii) the [Google Maps/Google Earth Legal Notices](#), and (iv) the [Google Privacy Policy](#).

3.4 **Documentation License.** Client may, during the Subscription Term, use the Documentation provided by FC to assist Client with the operation and use of the Service solely to support Client's use of the Service as permitted hereunder.

3.5 **Evaluation License.** If You are evaluating the Service, FC hereby grants to You, free of charge, a non-exclusive, non-transferable, limited-term license (the "Evaluation License") to use the Service solely for internal testing and evaluation. You shall not publish any results of benchmark tests run on the Service or disclose its features, errors or bugs to a third party without FC's prior written consent. During the term of the Evaluation License FC shall be under no obligation to provide any technical support; provided

however, that FC may in its sole discretion fix reported errors and provide You with support and consultation concerning the Service.

3.6 Reservation of Rights. This Agreement does not constitute a sale of the Software. Client is granted no title, ownership or intellectual property rights in or to the Service, Software or Documentation, in whole or part. All such rights shall remain in FC and/or in licensors to FC of programs provided within the Service.

3.7 Employees and Others. Client shall use commercially reasonable efforts to ensure, through contractual or other means, that any and all its employees, or other persons who use the Service, comply with the terms and conditions of this Agreement, including but not limited, with obligations and restrictions stated in Section 3.2 above. Client is and shall remain fully liable for any breach of this Agreement due to any actions or inactions, by the employees or other persons using the Service on behalf of Client.

4. **TERM**

4.1 Term. This Subscription license is effective upon the earlier of the date specified in the Order or upon the date on which FC makes the Service available to Client for access and use (hereinafter referred to as the "Effective Date") and shall remain in effect for the Subscription Term or for as long as the Client continues to pay the applicable Subscription Fees to FC or its Reseller or authorized distributor, or for such other term (and on such other terms and conditions relating thereto) as the Client and FC or its Reseller or authorized distributor may agree upon in writing.

4.2 Suspension for Non-Payment. If payment is made directly to FC, then FC may immediately suspend Client's license access to and use of the Service if Client fails to make any payment due in respect of the Service and does not cure such non-payment within ten (10) business days after receiving notice of such failure. Any suspension of the licensed rights hereunder by FC under the preceding sentence shall not excuse Client from its obligation to make all payment(s) under the Agreement.

4.3 Termination. If payment is made directly to FC, then FC may terminate this Agreement if (i) it has provided written notice to Client of the claimed breach and the Client fails to correct such breach to the reasonable satisfaction of FC within 30 days of receiving such notice, or (ii) proceedings under bankruptcy or similar insolvency laws are instituted by or against Client and are not dismissed within 60 days, Client makes an assignment for the benefit of its creditors, or a receiver, liquidator or similar officer is appointed for the business, property, affairs or revenues of Client and such proceedings continue for 30 days. If Client is paying FC directly and fails to pay the amounts invoiced in respect of the Service, Client shall be deemed to have materially breached this Agreement. If Client is paying FC directly and FC terminates this Agreement for Client's non-payment, Client must pay within 30 days all amounts which have accrued prior to such termination, as well as all amounts payable by Client on account of the remainder of the then-current Subscription Term (even if earlier terminated) under this Agreement.

4.4 Obligations on Termination. Upon the termination of this Agreement, (a) FC shall, upon Client's written request, return to Client all Work Order Data and will have the right to terminate Client's access to and use of the Service; and (b) Client shall forthwith discontinue the use of the Service.

5. **SUBSCRIPTION FEES**

5.1 Unless otherwise agreed to in writing by FC, all Subscription Fees are based upon the number of Subscribers in use by Client and shall be determined in accordance with the then current FC price list, the Reseller's or authorized distributor's price list or such other terms and conditions relating to Subscription Fees as may be agreed upon by the Client and FC or its Reseller or authorized distributor.

5.2 All subscription fees are exclusive of all sales taxes, value-added taxes, goods and services taxes, and similar taxes, including withholding taxes, customs duties or similar charges. Such taxes and charges shall be incremental to the fees and shall be payable by Client in accordance with applicable law.

6. CLIENT REQUIREMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 **Desktop Requirements.** Client agrees that desktop or laptop computers that run the Service will have the Windows 7 operating system, the latest .NET framework, a minimum of 4GB of RAM and Internet Explorer 9 or greater (the "Desktop Requirements").

6.2 **Client Equipment.** Client is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services (such as Internet access) that are required to allow Client to access and use the Service, and for all expenses relating thereto. Client agrees to access and use, and shall ensure that all Users access and use, the Service in accordance with any and all operating instructions or procedures that may be issued by FC from time to time.

6.3 **Vehicle Operator Notice and Consent.** Client shall, prior to each Vehicle Operator's use of a Vehicle connected to and activated with the Service, including FC Vision™ if activated under clause 10.7, (a) inform such Vehicle Operator of Client's use of the Service, or any similar Third Party Services, including the resulting collection, use and disclosure to FC and any Reseller, by Client (and LightMetrics, Inc. if FC Vision™ is activated) of any and all Client Data, including Telematics Data and Personal Information relating to such Vehicle Operator and the Vehicle, (b) obtain such Vehicle Operator's express consent (or ensure the existence and applicability of any other valid legal ground as appropriate under the Data Protection Laws) to such use of the Service, Third Party Services, Client Data, Telematics Data and Vehicle Operator Personal Information, in accordance with applicable Data Protection Laws, (c) if consent is used as a legal basis under the Data Protection Laws, create employment conditions whereby consent is provided freely and not under any fear of reprisals or disadvantage for not consenting, and (d) ensure that the use of a Service by a Vehicle Operator complies with all applicable laws relating to employee surveillance, including any notification requirements, and the Client shall be permitted to affix any appropriate notice to the exterior of the Hardware only to the extent that such notice is required by law.

6.4 **Client Representations and Warranties.** Client hereby represents and warrants as of the Effective Date and throughout the term of this Agreement that Client will not upload or transmit any Client Data that: (i) Client does not have the lawful right to copy, transmit, distribute, and display; or (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

6.5 **Client Indemnity.** Client shall defend, indemnify and hold FC harmless from and against any loss, damage or costs (including reasonable legal fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against FC by a third party based on, relating to or caused by: (a) a breach of its obligations in Section 6.3 hereof, (b) a breach of its warranties in Sections 6.4 or 8.1, or (c) a breach of any Data Protection Laws by Client in relation to the collection of Personal Information by Client from Vehicle Operators.

7. CLIENT DATA

7.1 **Ownership.** As between FC and Client, Client exclusively owns all rights, title and interest in and to all Client Data. FC does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data; provided that Client hereby instructs FC and grants to FC the right and license to use, process and transmit Client Data as reasonably required by FC and its Reseller, for the purposes of providing the Service, including the provision, administration, troubleshooting and improvement of the Service or as required by applicable law.

7.2 **Database Backup.** A complete backup of the Client's database of Client Data compiled through the use of the Service will be stored to a file on the FC Servers every 24 hours. Once every 30 days a copy of the latest complete backup file will be transferred and stored in a fire retardant safe at a secondary site which is a different address from where the production version of Client's database is located.

7.3 **Data Storage and Retention.** FC will retain the Client Data during the term of this Agreement in accordance with the terms of this Agreement. FC shall retain: (a) Location Data for at least one (1) year from the date that Location Data is submitted to a FC Server by the Client or the Service; and (b) Client's Work Order Data for at least seven (7) years from the date that Work Order Data is submitted to FC by the Client (each such period is hereinafter referred to as the "Retention Period"). Upon Client's request, which may be made at any time and from time to time during the applicable Retention Period, FC will make available for secure retrieval by Client all Client Data then in FC's possession at FC's then current rate for data retrieval.

7.4 **Rights in Derivative Data.** Client acknowledges and agrees that the Service generates, compiles, stores and uses aggregated data and system usage, analytics and diagnostic information to monitor and improve the Service, assist in the delivery of Support Services, and for the creation of new products and services. Client hereby grants to FC a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license (with the right to sub-license) to collect, process and aggregate Client Data, including Telematics Data and other such information and data and create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto (other than re-identification) and derivatives thereof ("Derivative Data") for traffic information, journey data analysis, mapping, fleet and industry benchmarking, to understand usage, improve the Service and Support Services, develop new products and services, and for any other business purpose. This Derivative Data is no longer associated with Client, Client Vehicles or Vehicle Operators and as such is not Client Data. FC may transfer, licence or assign any of its rights in the Derivative Data to any third party.

7.5 **Suspension of Access.** In addition to any termination rights of FC pursuant to this Agreement, extraordinary circumstances may require FC to suspend or terminate (where appropriate), as determined in FC's reasonable discretion, Client's access to and/or use of, or otherwise modify, the Service and/or any component thereof in order to: (a) prevent material damages to, or material degradation of the integrity of, FC's network; or (b) comply with any law, regulation, court order, or other governmental order. FC will notify Client of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, FC will limit such suspension to that which is minimally required and will promptly restore Client's access to the Service as soon as the event giving rise to the suspension has been reasonably addressed (including by Client agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this Agreement by Client (including any action taken by an Affiliate of Client or any User that would constitute a breach of this Agreement by Client): (i) all fees related to the Service Subscription, or other suspended services shall be waived for the duration of the suspension and any such waived fees which have been pre-paid shall be refunded to Client; and (ii) in the event of a termination in connection with this section 7.5, Client shall receive a refund of any and all prepaid fees.

8. PROTECTION OF PERSONAL INFORMATION

8.1 **Client is Data Controller.** In relation to all Personal Information provided by or through Client to FC under this Agreement, Client will at all times remain the Data Controller and will be responsible for compliance with all applicable Data Protection Laws. Client warrants that it collects Personal Information lawfully, including with express, unambiguous and informed consent, or pursuant to another legal basis for the collection of Personal Information, as allowed under the Data Protection Legislation. To the extent that FC processes Personal Information in the course of providing the Service and related services under this Agreement, it will do so only as a Data Processor acting on behalf of the Client (as Data Controller) and in accordance with the requirements of this Agreement.

8.2 **FC's Processing of Personal Information.** FC shall secure Personal Information with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. FC shall only Process Personal Information on behalf of and in accordance with Client's documented instructions and Data Protection Laws for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Client, and its Users and Vehicle Operators in their use of the Service; and (iii)

Processing to comply with other documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.

8.3 Technical and Organizational Safeguards. In connection with the provision of the Service, FC will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Information by FC personnel except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law and upon identification of lawful authority, or (c) as expressly permitted in writing by Client, including in Client's agreement with the Reseller (if applicable). FC shall, in connection with the provision of the Service, comply with Data Protection Laws, as well as the FC's Privacy Policy. FC shall ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have received appropriate training on their responsibilities and FC shall take commercially reasonable steps to ensure the reliability of any FC personnel engaged in the Processing of Personal Information.

8.4 Data Breach. Upon becoming aware of any unlawful access to any Personal Information, any unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any Personal Information, or any actual loss of or suspected threats to the security of Personal Information (including any physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a computing device, storage media or printed materials, or other unauthorized access) (each a "**Security Incident**"), FC will promptly notify Client of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Client, but in any event as soon as reasonably possible in the circumstances), and will investigate or perform required assistance in the investigation of the Security Incident and provide Client with detailed information about the Security Incident. FC will take all commercially reasonable steps to mitigate the effects of the Security Incident, or assist Client in doing so; and will provide prior notice to Client of, and will not undertake any, proposed communications to third parties related to a Security Incident involving Personal Information without Client's prior written approval, not to be unreasonably withheld, conditioned or delayed, except where such communications is required by law (including Data Protection Laws), in which case FC will notify Client promptly following communication to any government agency, body or authority. FC will work with and coordinate with Client on any such notices in any event. FC will comply with this Section 8.4 at FC's cost unless the Security Incident arose from Client's negligent or willful acts or FC's compliance with Client's express written instructions.

8.5 Data Processing Agreement. As required, FC and Client will enter into a separate data processing agreement, governing the processing and protection of Personal Information by FC during the provision of the Service to the Client.

9. CLIENT CONFIDENTIALITY OBLIGATIONS

The Service, in particular the Software, including without limitation, the specific design, structure and logic of individual programs, their interactions both internal and external, and the programming techniques employed therein are considered confidential and trade secrets of FC and/or its licensors (the "Confidential Information"), the unauthorized disclosure of which would cause irreparable harm to CI. Client shall use the same degree of care and means that it uses to protect its own information of a similar nature, and in any event, shall use reasonable efforts to prevent the disclosure of Confidential Information to any third parties. Client shall not use, reproduce or distribute the Confidential Information other than for the purposes authorized by this Agreement. This confidentiality obligation shall continue to apply to the Confidential Information following the termination hereof, provided that the confidentiality provisions contained herein shall not apply to Confidential Information which (i) was known by Client prior to disclosure, as evidenced by its business records; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the confidentiality provisions contained herein; (iii) was disclosed to Client by a third party, provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; or (iv) is disclosed when such disclosure is compelled pursuant to legal,

judicial, or administrative proceeding, or otherwise required by law, provided that Client shall give all reasonable prior notice to FC to allow it to seek protective or other court orders.

10. LIMITED WARRANTY

10.1 **Service Warranty.** FC warrants that the Service will perform substantially in accordance with the Documentation or other specifications published by FC during the Subscription Term. FC does not warrant, however, that Client's use of the Service will be uninterrupted, that the operation of the Service will be error-free, that the Service will meet Client's requirements or that all errors will be corrected.

10.2 **Warranty Exclusions.** To the extent permitted by law, this warranty shall not apply if the Service is used on or in conjunction with hardware or programs other than the unmodified version of the hardware and programs with which the Service is designed to be used as described in the Documentation.

10.3 **Hardware Warranty.** FC warrants the Subscribers in accordance with FC's Hardware Warranty, a copy of which is available at www.completeinnovations.com/hardwarewarranty.

10.4 **No Warranty for Evaluations.** IF CLIENT IS EVALUATING THE SERVICE THEN THE SERVICE AND DOCUMENTATION IS PROVIDED TO CLIENT BY FC ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND.

10.5 **Warranty Disclaimer.** NOTHING IN THIS EULA EXCLUDES, RESTRICTS OR MODIFIES THE APPLICATION OF ANY LEGISLATION WHICH BY LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED. SUBJECT TO THIS CLAUSE AND EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 10, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING BY LAW, USAGE OF TRADE OR COURSE OF DEALING. FC DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENCY, OR OTHERWISE. FC DOES NOT OTHERWISE WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

10.6 **Internet Connectivity Disclaimer.** FC makes the Service available for access via the Internet. Client shall provide, at Client's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Service over the Internet. Client acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Service or performance hereunder. Except as expressly set forth herein, Client agrees that FC is not responsible for any interference with Client's use of or access to the Service to the extent caused by, arising from or attributable to the Internet.

10.7 **FC Vision™ Consent, Disclaimer and Limitation of Liability.** The Service includes a Third Party Service known as FC Vision™ ("FC Vision"). If FC Vision is activated by Client then Client hereby consents to the collection, storage and use of the video data collected through the use of FC Vision as described in the Documentation (the "FC Vision Data") by LightMetrics, Inc. ("LightMetrics"), FC's licensor of the FC Vision software. With respect to FC Vision Data, FC is the Data Processor and LightMetrics is the sub-processor and FC shall cause LightMetrics to collect, store and use Client's FC Vision Data in accordance with Client's instructions. In addition, the following disclaimers and limitations on FC and its licensor's liability apply. FC Vision is only meant to aid and augment the Vehicle Operator's own skill and attention when driving a Vehicle. FC Vision's primary function is to alert the Vehicle Operator to certain events described in the Documentation and accordingly, does not replace the Vehicle Operator's requirement to be attentive to the surrounding traffic conditions, and drive in a legal and responsible manner without any distraction of any sort. It is expected that the Vehicle Operators do not rely on the FC Vision warnings as a substitute for their own judgement and attention. Certain features may not work in

situations such as: (a) where visibility is challenging due to prevailing weather conditions; (b) lanes not being clearly marked or visible; (c) when the Vehicle is following a vehicle other than cars, buses or trucks; (d) when the camera's field of view is occluded; (e) degradation of WiFi connection between camera and mobile device; and/or (f) changes in camera orientation post-installation. SAVE AS OTHERWISE EXPRESSLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCES WILL FC OR ITS LICENSORS (INCLUDING LIGHTMETRICS) BE RESPONSIBLE FOR ANY DAMAGES OR LIABILITIES WHATSOEVER THAT ARISE ON ACCOUNT OF A VEHICLE OPERATOR'S USE OF FC VISION.

11. TELECOMMUNICATIONS CARRIERS AND GPS

11.1 The Client acknowledges that communication services used in the provision of the Service are provided by third parties and the Client specifically acknowledges and agrees to the following:

(a) Client acknowledges that the Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of the transmission networks. Client agrees that FC shall not be responsible for such interruptions of Service or the inability to use the Service.

(b) FC may temporarily suspend or permanently terminate the provision of some or all of the Service upon little or no notice in the event that Client violates a telecommunications carrier's acceptable use policy or other network rules and policies.

(c) There must be a relatively clear "line of sight" between the GPS antenna and 4 or more satellites. Objects, such as buildings, overpasses, and other obstructions (such as parking in garages or underground structures) that shield the antenna from a satellite can potentially weaken a satellite's signal such that it becomes too difficult to ensure reliable and/or accurate positioning. These difficulties are particularly prevalent in densely urban areas.

12. IP INFRINGEMENT INDEMNIFICATION

12.1 **FC Indemnity.** FC will defend and indemnify Client (including its employees, contractors, officers and directors) against fines, penalties, losses, costs, damages, injuries, claims, liabilities, settlements and expenses (including reasonable legal fees and expenses) arising from third party claims that the exercise of the rights granted hereunder infringes any third party patent, copyright, or trade secret ("Infringement Claim Liabilities").

12.2 **Conditions to Indemnity.** As a condition of such obligation to defend and indemnify the Client pursuant to Section 12.1 hereof, Client shall give FC prompt written notice of any such claim, and cooperate and provide, at FC's expense, reasonable information and assistance in connection with the defense and settlement of such claims. FC shall have sole control of the settlement or defense of all infringement claims.

12.3 **Exceptions.** FC shall not be responsible for indemnifying Client to the extent that the infringement claim liability results from (i) compliance with Client's designs, specifications, or written instructions as requested and provided by Client to CI; (ii) modification by Client of the Software if such infringement would have been avoided but for such modification; (iii) the combination of Software or Service with equipment or software not authorized or provided by FC or otherwise approved by FC in the Documentation, if such infringement would have been avoided but for such combination; or (iv) the failure by Client to use an updated or current version of the Service provided by FC following notice by FC that the previous version of the Service infringes any third party intellectual property right.

12.4 **Other Remedies.** Without limiting the provisions of Section 12.1 above, and in addition thereto, when notified of an action or motion that seeks to restrict the exercise of any of the rights granted herein, FC may, (and in the case of a judgment, order or injunction that restricts the exercise of any of the rights

granted herein, shall), in good faith, at its option and expense, (a) obtain the right for Client to exercise their rights in accordance with this Agreement, (b) substitute other non-infringing software with equivalent functional capabilities, (c) modify the Service while retaining equivalent functional capabilities, so that it no longer infringes, or (d) if none of the foregoing are commercially feasible, as determined by FC in its sole discretion, terminate the license(s) for such Service and refund to Client that portion of any prepaid subscription Fees that is applicable to the period following the termination of the license pursuant to this Section 12.4.

12.5 Exclusive Remedies. SECTION 12 HEREOF CONTAINS FC'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIM LIABILITIES.

13. LIMITATION OF LIABILITY

13.1 Indirect Damages. EXCEPT FOR A BREACH OF SECTION 8 HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING FOR LOSS OF USE, DATA, BUSINESS, LOSS OF GOODWILL, REPUTATION, CREDIT OR PUBLICITY, LOSS OF REVENUE AND INTEREST, PROFITS, OR ANTICIPATED PROFITS AND CLAIMS FOR SUCH DAMAGES BY A THIRD PARTY) RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH DAMAGE WAS REASONABLY FORESEEABLE.

13.2 Direct Damages. EXCEPT FOR CLAIMS MADE UNDER SECTION 12 OF THIS AGREEMENT, THE TOTAL LIABILITY OF FC FOR ANY CLAIM FOR DIRECT DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT FC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY THE CLIENT TO FC FOR THE SERVICE HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

13.3 Non-excludable warranties To the extent permitted by law, FC's liability for any claim arising from a breach of any term or condition implied by statute which cannot by law be excluded is limited, at FC's option:

- (a) if the breach relates to goods, to the replacement or repair of the goods or the supply of equivalent goods, or the payment of the cost of replacement or repair of the goods or the supply of equivalent goods; and
- (b) if the breach relates to services, to the supplying of the services again or the payment of the cost of having the services supplied again.

14. EXPORT RESTRICTIONS

The Service and related information are subject to export and import restrictions. By downloading, installing, accessing or using the Service, You are representing and warranting that You are not located in, under the control of, and are not a national or resident of, any country to which the export of the Service or related information would be prohibited by the laws and/or regulations of Australia, Canada and/or the United States. You are also representing and warranting that You are not an individual to whom the export of the Service or related information would be prohibited by the laws and/or regulations of Australia, Canada and/or the United States. You shall comply with the export laws and regulations of Australia, Canada and the United States that are applicable to the Service and related information and

You shall comply with any local laws and/or regulations in Your jurisdiction that may impact Your right to export, import, or use the Service or related information, and You represent and warrant that You have complied with any such applicable laws and/or regulations. The Service shall not be used for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Service or related information.

15. SUPPORT

15.1 **Support Terms.** Standard support is included in the license fees and is provided by FC in accordance with its then-current Support Terms. FC's Support Terms are subject to change from time to time in FC's sole discretion.

15.2 **Exclusions.** FC will only provide technical support for the Service and not in relation to any other supporting hardware or software. FC may assist Client in getting technical support and warranty service for hardware sold by FC or its partners.

16. CLIENT'S PURCHASE ORDER

Unless otherwise agreed to in writing by Client and FC or its Reseller or authorized distributor, the acceptance of any Order placed by Client for the Service is expressly made conditional upon Client's acceptance of and agreement to the terms and conditions contained herein and in the Order relating to the Service and FC agrees to furnish the Service only upon these terms and conditions and not on the terms and conditions contained in Client's Order. Any terms and conditions contained in Client's Order or other document issued by Client relating to this Agreement that are inconsistent with the terms and conditions hereof are hereby rejected.

17. GENERAL PROVISIONS

17.1 **Non-Disparagement.** Client shall not indirectly or directly, disparage FC or any affiliated company, including after termination of this Agreement.

17.2 **Amendments.** No amendment to any portion of this Agreement shall be binding upon the Parties unless in writing signed by both Parties. Notwithstanding the foregoing, (a) FC is entitled to make non-material changes to the Agreement without any notice to the Client; and (b) except to the extent that FC is expressly precluded by applicable law, FC further reserves the right to, within its sole discretion, make changes to this Agreement on a prospective basis, including to reflect changes in or required by law (including, changes to ensure the enforceability of this Agreement) or changes in business practices, by providing the Client with reasonable notice of the change either electronically by posting notice of the change at <http://www.fleetcomplete.com/legal> and You should regularly review that site for changes. If You continue to use the Service more than sixty (60) days after notice of the change has been given, then Client shall be deemed to have accepted those changes. If You have a concern about the change(s) please contact legal@fleetcomplete.com within sixty (60) days after notice of the change(s) has been given to inquire as to Your options.

17.3 **Assignment.** Neither party may assign the whole or any part of this Agreement without prior written consent by both parties. Notwithstanding the foregoing, either party may assign this Agreement or any of its rights or obligations hereunder to an affiliated entity or to a third party in connection with the sale of all or substantially all of the assigning party's business or assets relating to this Agreement, whether by merger, sale of stock or shares, sale of assets, or otherwise, without the prior written consent of the other party, provided that the assignee agrees to assume all of the assignor's obligations under this Agreement.

17.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes and replaces any prior verbal agreements or other understandings, whether written or oral between the parties.

17.5 **Further Assurances.** The parties agree to execute such further documents and to perform such further acts, from time to time, as may be necessary or desirable to give full effect to the letter and spirit of this Agreement. Any changes to this Agreement must be authorized and agreed upon by both Parties and documented as amendments to this Agreement.

17.6 **Governing Law.** If the Client is located in Australia, then this Agreement is to be governed by and construed under the laws of the State of South Australia. Otherwise, this Agreement is to be governed by and construed in accordance with the laws of the State of Delaware. The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this Agreement or the transactions contemplated hereunder.

17.7 **No Waiver.** Any failure by any Party to exercise its rights, powers or remedies hereunder or any delay by such Party in the exercise of any of its rights and remedies hereunder shall not, to the extent permitted by law, operate as a waiver or variation of such or any other right or remedy hereunder.

17.8 **Enurement.** This Agreement shall be binding upon and enure to the benefit of the respective Parties hereto, their heirs or legal representatives, successors and permitted assignees.