The Contractor is awarded under the cooperative purchasing program and disaster recovery for all awarded SINs.

Special Item Numbers:
- 33411 Purchase of New Equipment
- 54151ECOM Electronic Commerce and Subscription Services
- OLM Order Level Materials

Geotab USA, Inc.
7180 Pollock Dr, Suite 100
100 Las Vegas, Nevada USA 89119
Phone: 702-302-9990
Fax: 702-224-2144
Internet Address: http://www.geotab.com
Contract Administration: Leigh Ann Szymczak

E-Mail: leighannszymczak@geotab.com

Contract Number:
GS-35F-164GA

Period Covered by Contract: January 4, 2017 through January 3, 2027

Price List current through MOD PS-0039, effective Aug 19, 2022

For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at fss.gsa.gov. On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: http://www.GSAAdvantage.gov.
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
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<tr>
<td>INFORMATION APPLICABLE TO ALL SPECIAL ITEM NUMBERS</td>
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<tr>
<td>TERMS AND CONDITIONS FOR ALL IT CONTRACTORS</td>
<td>6</td>
</tr>
<tr>
<td>GEOTAB USA, INC. GSA PRICING</td>
<td>8</td>
</tr>
</tbody>
</table>
1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.

   Special Item Numbers: 33411 Purchase of New Equipment
   54151ECOM Electronic Commerce and Subscription Services
   OLM Order Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

   See Approved GSA Pricing

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

   Hourly rates are not applicable.

2. Maximum order.
   $500,000

3. Minimum order.
   $100

4. Geographic coverage.
   The Geographic Scope of Contract will be domestic and overseas delivery.

5. Point of production.
   7180 Pollock Dr, Suite 100
   Las Vegas, Nevada USA 89119
   68 G9X5S44PV07F G94P6KF70U84 G9B7160ZB49R
   DW95212F6C96 DW96212F6C95 COCB212F5E8F COCA212F5E8E
   Geotab Inc.
   2440 Winston Park Dr,
   Oakville, ON L6H 7V2, Canada

6. Discount from list prices or statement of net price.
   Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts.
   Included in pricing.

8. Prompt payment terms.
   None

   All items are U.S. made end products, designated country end products, Caribbean Basin country
end products, Canadian end products, or Mexican end products as defined in the Trade
Agreements Act of 1979, as amended.

10a. Time of delivery.

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>30 Days</td>
</tr>
<tr>
<td>33411</td>
<td>30 Days</td>
</tr>
<tr>
<td>OLM</td>
<td>As Negotiated</td>
</tr>
</tbody>
</table>

10b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are
noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to
highlight items in its price lists that have expedited delivery.
As negotiated on the task order level.

10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery
are available. Also, the Contractor will indicate that the schedule customer may contact the
Contractor for rates for overnight and 2-day delivery.
As negotiated on the task order level.

10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements”
clause of its contract and advise agencies that they can also contact the Contractor’s
representative to affect a faster delivery.
As negotiated on the task order level.

11. F.O.B. point.
Destination

12a. Ordering address.
Geotab USA, Inc.
7180 Pollock Dr, Suite 100
Las Vegas, Nevada USA 89119

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket
Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address.
Geotab Inc.
2440 Winston Park Dr,
Oakville, ON L6H 7V2, Canada


15. Export packing charges, if applicable.
Not Applicable
16. Terms and conditions of rental, maintenance, and repair are *not applicable*.

17. Terms and conditions of installation are *not applicable*.

18a. Terms and conditions of repair parts are *not applicable*.

18b. Terms and conditions for any other services. *See critical information section for SIN specific warranty information.*

19. List of service and distribution points:
   
   **Geotab USA, Inc.**
   
   7180 Pollock Dr, Suite 100
   Las Vegas, Nevada USA 89119

   **Geotab Inc.**
   
   21-1075 North Service Road West
   Oakville, Ontario, L6M 2G2, Canada

20. List of participating dealers is *not applicable*.

21. Preventive maintenance is *not applicable*.

22a. Special attributes such as environmental attributes are *not applicable*.

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/

   **http://www.geotab.com**

23. Data Universal Number System (DUNS) number: **080123260**

24. Notification regarding registration in SAM.gov database: **58Q05**
TERMS AND CONDITIONS FOR ALL IT CONTRACTORS

1) Organizational Conflicts Of Interest
   a) Definitions.
   "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
   "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
   An "Organizational conflict of interest" exists when the nature of the work to be performed under proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

   b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508

2) Services Performed
   a) All services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
   b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3) Travel.
   a) Any Contractor travel required in the performance of services must comply with the Pub. L. 99- 234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4) Warranty
   a) Unless otherwise specified in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
   b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.
   c) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
<table>
<thead>
<tr>
<th>Regulation Number</th>
<th>Regulation Title/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-46</td>
<td>EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)</td>
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<tr>
<td>52.222-48</td>
<td>EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)</td>
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<tr>
<td>52.222-19</td>
<td>COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)</td>
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<tr>
<td>52.223-19</td>
<td>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)</td>
</tr>
<tr>
<td>52.229-1</td>
<td>STATE AND LOCAL TAXES (APR 1984)</td>
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<tr>
<td>52.222-62</td>
<td>PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)</td>
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<td>52.223-13</td>
<td>ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)</td>
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<tr>
<td>52.223-14</td>
<td>ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)</td>
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<tr>
<td>52.223-16</td>
<td>ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)</td>
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<tr>
<td>552.238-115</td>
<td>SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)</td>
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<tr>
<td>552.238-107</td>
<td>TRAFFIC RELEASE (SUPPLIES) (MAY 2019)</td>
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<tr>
<td>552.238-73</td>
<td>IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)</td>
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<tr>
<td>552.238-86</td>
<td>DELIVERY SCHEDULE (MAY 2019)</td>
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<td>552.238-89</td>
<td>DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)</td>
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<td>552.238-90</td>
<td>CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)</td>
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<td>VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)</td>
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<td>552.238-94</td>
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<tr>
<td>54151ECOM</td>
<td>BND- PROPLUS-12M OCONUS</td>
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Geotab End User Agreement

THIS GEOTAB END USER AGREEMENT (the “Agreement”) is made between Geotab Inc. (us”, “we”, or “Geotab”) with offices at 21-1075 North Service Road West, Oakville, Ontario, L6M 2G2, Canada and __________________ the ordering activity with offices at ____________, and is effective as of ______________ (the “Effective Date”).

WHEREAS the ordering activity wish to purchase, access and use our devices, software, services and other products, including updates and upgrades thereof (collectively, “Products”)

AND WHEREAS we wish to grant such rights to the ordering agency, on the terms and conditions set forth herein;

NOW THEREFORE for good and valuable consideration, the parties agree as follows:

1. LICENSE. We grant the ordering agency a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, “software”) embodied in Products solely for the ordering activity’s internal business purposes and solely in connection with the ordering activity’s use of our in-vehicle telematics devices, on the condition and so long as the ordering activity comply with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicenseable. The ordering activity may not extract, copy or use the software in connection with any other Product or for use on any other device.

2. PRODUCTS OWNERSHIP. The Products are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to the ordering activity hereunder, except for the rights expressly granted to the ordering activity under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. The ordering activity shall not remove or attempt to remove any marks, labels and legends from Products.

3. PROTECTIVE MEASURES. Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this Agreement or applicable law. The ordering activity agree not to circumvent or attempt to circumvent such measures.

4. RESTRICTIONS. To the fullest extent permissible under applicable law, the ordering activity agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.

5. COMPLIANCE. You shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries which are listed on Canada’s Area Control List, including (as of the date of this Agreement), Belarus and North Korea.
6. SECURITY. You are solely responsible for your failure to keep all user identifications and passwords (your “Login Credentials”) secure. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorized use, you will promptly notify us. We will be entitled to treat all communications, instructions and transactions as authorized by you if your Login Credentials are used unless you have notified us of compromise or unauthorized use of your Login Credentials.

7. CONFIDENTIALITY AND DATA TRANSFER. We will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control, and make these measures and policies available to you on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using our Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements.

8. YOUR VEHICLE DATA. We claim no ownership of any vehicle data generated by and associated with our devices installed in your particular vehicle(s) (“Individual Vehicle Data”) that is transmitted or processed using our Products, provided however that you hereby instruct us and grant to us the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us, including the provision, administration, troubleshooting and improvement of our Products or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in your vehicle database (such a vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information.

9. AGGREGATED DATA. You acknowledge that Geotab compiles, stores and uses aggregated data and system usage information to monitor and improve the Products and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Geotab will not attempt to disaggregate the data or re-associate it with a device without your consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes.

10. FEEDBACK. You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to us (whether directly or through a reseller including in the course of utilizing support, maintenance or other services) may be used by us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.

11. OUR LIMITED PRODUCT WARRANTY. We warrant that during the Warranty Period each Product (excluding beta, test or demonstration products or product versions) will perform in accordance with the written specifications that we issue with respect to such Product, subject to the limitations and conditions set forth in our specifications and this Agreement, when used in accordance with our documentation and specifications. “Warranty Period” means either: (a) the one year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by us from time to time (“Limited Lifetime Warranty”)). Provided you properly complete and we receive from you, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at your expense to the reseller from whom you purchased the devices or as otherwise specified by us), prior to the expiration of the Warranty Period, we will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to invoice you for return shipping and a service fee if the parties agree that your warranty claim was not justified. The remaining Warranty Period for any purchased Products we repair or replace under
warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement.

12. CONDITIONS AND EXCLUSIONS. Warranty claims must be submitted within 10 days of the date when the ordering activity did notice or could reasonably have noticed the defect. In order to make a warranty claim, the ordering activity may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by Geotab’s limited warranty and we are not responsible for malfunctions by or in such products, services or items. You need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of our Products. You are responsible for ensuring that all such third party products, software, data or services meet our minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

13. INSTALLATION WARNING. Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to your vehicles. If you are uncertain that you have the requisite skills and understanding to install our Products, you must consult with an authorized Geotab reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to your vehicle. Installation or servicing may also require modifications to your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install our Products without adequate knowledge of our Products, proper installation, configuration, servicing, repair or removal procedures, or your vehicle, may result in damage to the Product or your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized Geotab reseller or installer will be at your sole risk. You hereby release and forever discharge, and unless prohibited by applicable law will hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which you or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, same. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Geotab’s negligence; (2) for fraud committed by Geotab; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

14. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE CANNOT AND DO NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET YOUR BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, WITHOUT LIMITING THE GENERALITY OF SECTION 12 (CONDITIONS AND EXCLUSIONS) WE DO NOT ENDORSE, AND MAKE NO REPRESENTATION, OR
WARRANTY WITH RESPECT TO, AND ASSUME NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

15. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

a) We will, at our sole cost and expense, defend and indemnify or, at our option, settle, any claim, assertion or action brought against you or your affiliates, successors or assigns to the extent that it is based on a claim (an “Infringement Claim”) that any of our Products which we have supplied to you directly or through an authorized reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of your affiliates) and indemnify you against damages awarded against you by a court of competent jurisdiction by final order from which no appeal is taken or after the time for appealing has expired, provided that you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; and (ii) to the extent permitted by 28 USC 516 permit us to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us to do so. We shall not be liable to reimburse you for any compromise or settlement made by you without our prior written consent, or for any legal fees or expenses incurred by you in connection with such claim.

b) Should any of our Products or any part thereof become, or in our sole opinion are likely to become, the subject of an Infringement Claim, we may, at our option and expense: (i) procure, at no cost to you, the right to continue to use such Products which are the subject of the Infringement Claim; (ii) replace or modify the Products or infringing part thereof with non-infringing equivalents, at no cost to you; or (iii) if none of the foregoing alternatives are reasonably practical in our sole judgement, we may: (A) in the case of software or services, terminate such services or the licenses for such software and refund or issue a credit for any prepaid but unused fees for such software or services, if any; and/or (B) in the case of our devices, require you to return such devices and refund or issue a credit for the purchase price paid by you to us for the devices returned, depreciated on a straight-line basis over a 36 month period from the date of purchase.

c) We have no obligation or liability whatsoever in respect of any Infringement Claim that is based on any of the following (collectively, the “Excluded Claims”): (i) in the case of any software, the use of other than the latest release and version of such software; (ii) the use of any Products in breach of this Agreement; (iii) non-Geotab products, software, data or services, (iv) the use, association or combination of any of our Products with, or the incorporation or integration into our Products of, any non-Geotab product, software, service, data, information or other material (including your own) that is not supplied by us or expressly identified by us in our written specifications or documentation as being required for the use and operation of our Products; (v) the use or operation of any of our Products, in any manner or for any purpose other than as expressly specified in our documentation for same; (vi) any modification, alteration, change, enhancement, customization or derivative work of the Products made by anyone other than us or our agents; (vii) changes we make to Products to comply with your instructions or specifications; (viii) any use of data in accordance with this Agreement that is collected through the operation of or generated by our Products; (ix) for insurance purposes, the use of the Products in association with driving, driver or vehicle activity or performance; or (x) any reselling or distribution of our Products. This Section states our entire liability and your sole and exclusive remedies with respect to any Infringement Claim.

16. LIMITATIONS OF LIABILITY. THE ORDERING ACTIVITY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ALL INDEMNIFIED PARTIES TO IT HEREUNDER OR OTHERWISE IN
RESPECT OF THE PRODUCTS EXCEED THE AMOUNT THE ORDERING ACTIVITY HAVE PAID FOR THE PRODUCTS OR SERVICES OR THE RIGHTS TO USE THE SOFTWARE IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CAUSE OF ACTION AROSE, SUBJECT TO ANY LESSER LIMITATION OF LIABILITY IN ANY TERMS INCORPORATED HEREIN BY REFERENCE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TERMS) IF APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Geotab’s negligence; (2) for fraud committed by Geotab; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

17. APPLICABILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OR FORM OF THE CLAIM, CAUSE OF ACTION, DEMAND, OR ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

18. TERMINATION. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this agreement must be made as a dispute under the Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Geotab shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Upon any termination of this Agreement: (i) any and all rights granted to the ordering activity under this Agreement shall immediately cease; (ii) The ordering activity shall destroy, to the extent practicable, all copies of the software in its possession or control; (iii) if so requested by Geotab, the ordering activity shall certify in writing that all such copies of the software in its possession or control have been destroyed; and (iv) it shall cease all usage of the services. Geotab have no obligation to safeguard or transmit to the ordering activity any data that it may have stored through the use of the services. It is the ordering activity’s sole responsibility to retrieve any such data.

19. ASSIGNMENT. Neither this Agreement nor any rights or obligations of either party hereunder may be transferred or assigned by either party, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the other party and any such attempted assignment or transfer shall be null and void. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. Assignment by Geotab is subject to FAR 52.232-23 “Assignment of Claims” (Jan. 1986) and FAR 42.12 “Novation and Change-of-Name Agreements” (Sep. 2013).

20. CHOICE OF LAW. This Agreement will be governed by and construed under the Federal laws of the United States.

21. RELATED THIRD PARTY PROVIDER TERMS. Our related third party providers require us to
obtain your agreement to certain terms and conditions prescribed by them. The Wireless Provider Terms are set out in Attachment A to this Agreement and the Other Provider Terms (including cloud storage, mapping and posted road speed provider terms) are set out in Attachment B to this Agreement. These third party terms form part of this Agreement and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect your rights and obligations. Geotab accepts no responsibility or liability for the services of such providers.

22. ENTIRE AGREEMENT. This Agreement including the terms of any Addenda, the underlying GSA Schedule Contract, the Schedule Price List and any applicable ordering activity Purchase Orders constitutes the entire and exclusive agreement between the ordering activity Geotab with respect to the subject matter of this Agreement and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the ordering activity and Geotab, oral or written other than as expressly set forth in this Agreement and any terms expressly incorporated herein by reference. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the ordering activity’s Purchase Order. The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

23. SEVERABILITY. To the extent that any provision of this Agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

24. AMENDMENTS AND WAIVERS. No modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.
Attachment A

Wireless Provider Terms

These Wireless Provider Terms relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers. Our wireless providers require us to pass certain terms and restrictions through to you. These Wireless Provider Terms contain important terms and conditions that affect your rights and obligations.

The following terms apply if you have subscribed for wireless communication services through Geotab Inc. “You” or the “ordering agency” means the legal entity that you represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. (“us” or “we”). References to the “underlying carrier” refer to the provider of the wireless communication services and references to “reseller” refer to any reseller of services provided by an underlying carrier from whom we procure wireless communication services.

1. The ordering agency acknowledge that the services provided by the underlying carrier are made available only when the Products are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier’s reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier’s acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.

2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of your number or other information over the internet; (c) if you desire to secure transmission of data, you must provide for your own means of doing so; and (d) you assume full responsibility for the establishment of appropriate security measures to control access to your own respective equipment and information. YOU UNDERSTAND THAT WE, THE RESELLER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT NONE OF US, THE RESELLER OR THE
UNDERLYING CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to the End User Agreement and the provision of wireless services, as we request from time to time.

4. You will be fully responsible for all SIM Cards purchased from us. You agree not to remove such SIM Cards from the Products or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Product for which it has been designated. You must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner.

5. Subject to the number portability rules under applicable law, you have no property right in any code or identifier (including any number, phone number, IMEI, IMSI, unique network identifier, internet protocol (IP) addresses, personal identification number or e-mail address) issued to, assigned to or associated with you or any product used by you in connection with the services provided to us by the underlying carrier (each an “Identifier”). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.

6. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER OR THE RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER, BETWEEN US AND ANY RESELLER OF ANY UNDERLYING CARRIER, OR BETWEEN ANY RESELLER AND ANY UNDERLYING CARRIER. YOU ALSO UNDERSTAND AND AGREE THAT ANY AGREEMENT BETWEEN US AND A RESELLER DOES NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN US AND THE UNDERLYING CARRIER OF SUCH RESELLER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER, ANY RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF MAKE NO REPRESENTATIONS OR WARRANTIES
WHATSOEVER AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES: (a) REGARDING THE PROVIDER, SCOPE OR NATURE OF CONTENT OR SERVICES THAT WILL BE AVAILABLE BY DEFAULT TO YOU FROM THIRD PARTIES THROUGH THE SERVICES; (b) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE OR NON-INFRINGEMENT) OR (c) REGARDING RESULTS TO BE OBTAINED BY YOU IN CONNECTION WITH THE USE OF THE WIRELESS COMMUNICATION SERVICES OR THAT ACCESS TO OR USE OF THE WIRELESS COMMUNICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. THE UNDERLYING CARRIER IS NOT LIABLE TO YOU FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY COVERAGE MAP INFORMATION, INCLUDING THE ACCURACY THEREOF.

7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to you are strictly controlled and limited by the underlying carrier’s tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.

8. YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AGAINST US, AND OUR EXCLUSIVE REMEDY AGAINST AN UNDERLYING CARRIER OR A RESELLER THEREOF, AND THE TOTAL LIABILITY OF US, ANY RESELLER, THE UNDERLYING CARRIER OR ANY SUPPLIER OF SERVICES TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES, IN CONNECTION WITH OUR AGREEMENT WITH AN UNDERLYING CARRIER OR A RESELLER THEREOF, OR ANY FAILURE OR DISRUPTION OF SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU TO US FOR THE SERVICES DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY COST, DELAY, FAILURE OR DISRUPTION OF SERVICE, LOST PROFITS (DIRECT OR INDIRECT) OR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THE FAILURE OR INCOMPATIBILITY OF EQUIPMENT UTILIZED BY YOU IN CONNECTION WITH THE SERVICES.
9. YOU SHALL AND HOLD HARMLESS US, THE RESELLER AND THE UNDERLYING CARRIER, AND THE OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS), INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH ANY AGREEMENT BETWEEN US AND THE RESELLER OR THE UNDERLYING CARRIER OR THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE SERVICES OR ANY IDENTIFIER OR THE UNLAWFUL USE OF THE WIRELESS COMMUNICATION SERVICES. THIS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THIS PROVISION WILL SURVIVE THE TERMINATION OF ANY SERVICES PROVIDED TO YOU AND ANY RELATED AGREEMENT FOR SAME.

10. Subject to the terms of the Agreement, unless you provide express consent or disclosure is pursuant to a legal power, all information kept by us, the reseller or the underlying carrier regarding you, other than your name, address and listed telephone number, is confidential and may not be disclosed by us, the reseller or the underlying carrier to anyone other than: (a) you; (b) the underlying carrier or the reseller; (c) a person who, in our reasonable judgement or that of the underlying carrier or the reseller, is seeking the information as your agent; (d) another telecommunications carrier, telephone company or other person providing services to a telecommunications carrier, provided the information is required for establishment of, or the efficient and cost-effective provision of services and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (f) an agent retained by us, the reseller or the underlying carrier in the collection of your account, or to perform other administrative functions for us, the reseller or the underlying carrier, provided the information is required for and is to be used only for that purpose; (g) to a law enforcement agency whenever we or the underlying carrier has reasonable grounds to believe that you have knowingly supplied us or the underlying carrier with false or misleading information or you are otherwise involved in unlawful activities; or (h) a public authority or agent of a public authority, if in our reasonable judgment or that of the underlying carrier, it appears that there is imminent danger to life and property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; (iv) electronic confirmation via the internet; (v) oral consent, where an audio recording of the consent is retained by us; or (vi) consent through other methods, as long as an objective documented record of customer consent is created by us or by an independent third party.

11. You may only roam incidentally to your use of the services in your country of residence. The underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to you in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such
roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to you if they discover or suspect that the services are being used in a fraudulent manner. The underlying carrier shall be entitled from time to time and at any time, at its sole discretion, to: (a) add, modify or remove territories where roaming shall be available to you; and/or (b) substitute roaming partners. You acknowledge that not all wireless communication services are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside your country of residence.

12. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System (“GPS”). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. You understand and agree that the underlying carrier may collect and use location information from your equipment.

13. You: (a) are fully responsible for any unauthorized collection, access, disclosure, and use (other than by us or the underlying carrier) of all information relating to your use of the products; (b) will implement administrative, physical, and technical safeguards to protect this information; (c) will maintain an up-to-date privacy policy that fully explains (i) what information you collect, (ii) how you use that information, (iii) how you secure that information, and (iv) to whom you disclose that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, data protection, marketing, and consumer protection laws, including without limitation, any obligation regarding consent and opt-in / opt-out mechanisms. We make no guarantees or warranties that our services which include specific solutions, including, by way of example and not limitation, medical/health alert solutions, burglar/security alarm solutions or people tracking solutions, will detect, avert or prevent occurrences of the type for which they are designed.

14. We may terminate the provision of wireless communication services to you without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof expires or terminates.
15. If our agreement with an underlying carrier or a reseller thereof is terminated, you may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier’s or reseller’s then-current terms and conditions.

16. The underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take action required to enforce same.

FOR END USERS IN AUSTRALIA ONLY: The following additional terms apply if you have subscribed for wireless communication services through Geotab Inc. on the Telstra wireless network in Australia:

1. You must not use any equipment in connection with the wireless communication services other than equipment we provide and which is approved and certified by the underlying carrier.

2. You are solely responsible for the content of any data or information which you send or receive using the wireless communication services.

3. You are solely responsible for any use of the wireless communication services by you or any third party whether authorised or not.

4. You must not resell, resupply or share any wireless communication services.

5. The underlying carrier may limit, suspend or cancel the provision of wireless communication services:
   (a) in the event of an emergency or in order to provide resources to emergency and other essential services;
   (b) if the supply or use of a wireless communication service is, or is likely to become, unlawful;
   (c) if, in the reasonable opinion of the underlying carrier, the provision of a wireless communication service is likely to cause death, personal injury or damage to property;
   (d) if the Australian Competition and Consumer Commission (ACCC) issues, or the underlying carrier reasonably anticipates that the ACCC may issue, a competition notice in relation to a wireless communication service;
   (e) if your use of a wireless communication service breaches the underlying carrier’s acceptable use policy;
   (f) if your use of wireless communication services adversely interferes with (or threatens to adversely interfere with) the efficiency of the underlying carrier’s network;
   (g) if you are or become a carrier or carriage service provider, as defined in the Telecommunications Act 1997 (Cth) (Australia); or
   (h) if the underlying carrier decides, or is required, to modify or exit a wireless communication service from the market or part of the market.

6. Notwithstanding anything to the contrary in Section 10 of the Wireless Provider Terms, You agree and will ensure that your officers, employees, agents, contractors and sub-contractors, your affiliates and their officers, employees, agents, contractors and sub-contractors, and any individuals, who receive wireless communication services or whose information is disclosed to Telstra
Corporation Limited ("Telstra") are aware that Telstra may use and disclose information about you and each of them in accordance with its Privacy Statement (as amended by Telstra from time to time), which is available at http://www.telstra.com.au/privacy/privacy-statement/index.htm or by calling Telstra on 1800 039 059.

7. We, our resellers and the underlying carrier exclude all other warranties, rights and other liability to you and all third parties arising from or related to the wireless communication services.

8. You indemnify us and the underlying carrier against all direct or indirect loss, damage, liability, reasonable costs or expenses (including legal costs and expenses) which is suffered or incurred (including to a third party) as a result of or in connection with any claim by a third party against us or the underlying carrier in connection with: (i) any personal injury, death, loss or damage to any person, tangible property or equipment or facilities of any person or entity caused by your negligence or the negligence of your employees, agents, or contractors; and (ii) any claims arising out of any violation by you of any law. This indemnity is a continuing obligation, separate and independent from the other obligations of the parties and survives termination or expiry of this Agreement for any reason. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred hereby.

FOR END USERS USING DEVICE WI-FI CAPABILITIES ONLY: The following additional terms apply if you have subscribed for supported Wi-Fi communication services through Geotab Inc. in the United States:

1. You acknowledge that internet connectivity made available through Wi-Fi is provided by our third party wireless communication carriers.

2. You are solely responsible for the configuration and all use, inability to use, or misuse of Wi-Fi, including without limitation the configuration of security settings for Wi-Fi, and any devices connected using Wi-Fi and all data and materials you send or receive using Wi-Fi.

3. If you allow any other person to use Wi-Fi, you remain responsible for such use and compliance with these terms. You must not resell Wi-Fi.

4. You may only use Wi-Fi in accordance with these terms and applicable documentation. You must not:
   
   (a) misuse, abuse or otherwise use Wi-Fi in a manner that directly or indirectly causes interruption, interference, disruption, loss, adversely affects others or which would otherwise cause excessive, unreasonable or disproportionate traffic or network congestion;
   
   (b) interfere, breach, infiltrate or compromise the integrity or security of any service or resource, including unauthorized access or use of any passwords, systems, data, or information;
   
   (c) perform or simulate security probes, port scans, security breaches, denial of service attacks or any similar tests or hacking;
   
   (d) transmit any:
      
      i. material that is offensive, abusive, fraudulent, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable;
      
      ii. unsolicited commercial message, voice call or fax, except to the extent you have complied with all applicable laws in respect thereof; or
      
      iii. virus, trojan horse, backdoor, bot, script or similar element; or
(e) attempt, or authorize, cause, permit or encourage any other person to do any of the foregoing.

5. If you use Wi-Fi to connect any application or device that uses voice over internet or any similar protocol, you understand and agree that we are not responsible and will have no liability for any call interruption or error, including any calls to 911 or any similar emergency number, or providing any location information in connection with such calls.

6. You acknowledge that Wi-Fi is provided on an “as-is” and “as-available” basis and assume all risk arising from or related to your use, inability to use or misuse of Wi-Fi. Without limiting the generality of the foregoing, you are solely responsible for, and we will have no responsibility or liability arising from or related to: (a) the failure of or inability to use any device connected using Wi-Fi and used to comply with applicable law or regulations, including without limitation electronic logging devices or other devices used to comply with hours of service requirements, and any resulting costs, fines or penalties; or (b) the corruption, interruption of or inability to send or receive any transmissions or communications (including without limitation e-mails) through Wi-Fi.

7. You will indemnify and hold us harmless from and against any and all claims, causes of action, losses, expenses, liability or damages arising or related to, directly or indirectly, your or any third party’s use, misuse or inability to use Wi-Fi, including without limitation any failure by you or any third party to comply with these terms.

8. We reserve the right to limit, suspend or terminate Wi-Fi without notice or liability: (a) upon any non-compliance with these terms; or (b) in accordance with our network management practices, including without limitation to enforce data usage caps or limitations or for bandwidth management.

9. For more information about how we manage Wi-Fi usage, please see https://www.geotab.com/wifi-terms-us/.
Attachment B

Other Provider Terms

Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Geotab, many of which require Geotab to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. These Other Provider Terms contain important terms and conditions that affect your rights and obligations. You agree that it is your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third party co-location facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored either on our servers at the Canadian co-location facilities or on Google’s servers in various locations. The following terms are applicable to data storage services. If you have any questions about where your Individual Vehicle Data is stored, please contact us.

1. Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of your data by Geotab and/or Google according to this Agreement using Google’s Cloud Platform. Additionally, you consent to Google processing and storing your data anywhere Google or its agents and sub-processors maintain facilities for which Geotab has contracted, except if you are located in Europe, in which case we have made arrangements to have your data stored on Google servers in Europe. By using the services, you consent to this processing and storage of your data. Under this Agreement, Google is merely a data processor.

Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, reproduced below. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of your data.

Google Cloud Platform Acceptable Use Policy. Use of the Services is subject to this Acceptable Use Policy. Capitalized terms have the meaning stated in the applicable agreement between Customer and Google. Customer agrees not to, and not to allow third parties to use the Services:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing Customer End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
- to engage in, promote or encourage illegal activity;
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to disable, interfere with or circumvent any aspect of the Services;
● to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations (“spam”); or

● to use the Services, or any interfaces provided with the Services, to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

B. HERE POSTED SPEED LIMIT DATA AND MAPS DATA

If you are using posted speed limit data or maps data provided by HERE, the following terms apply to you.

Copyright. The posted speed limit data and maps data (“Data”) is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Geotab Inc. (“Geotab”, “we” or “us”) and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: https://legal.here.com/terms/general-content-supplier/terms-and-notices/. All rights reserved.

Internal Business Use Only. You agree to use this Data together with our Products and services for the internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Speed only as necessary for your internal business use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by us, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

No Warranty. This Data is provided to you “as is,” and you agree to use it at your own risk. We and our licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: WE AND OUR LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to
Disclaimer of Liability: WE AND OUR LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE DATA, ANY DEFECT IN THE DATA, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF WE OR OUR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. These terms and conditions constitute the entire agreement between us (and our licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between you and us with respect to such subject matter.

HERE US Government End User Terms.

If the Data is being acquired by or on behalf of the United States Government or any other entity seeking or applying rights similar to those customarily claimed by the United States Government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with this Agreement, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use", and be treated in accordance with such Notice:

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME:

HERE

CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS:

425 West Randolph Street, Chicago, IL 60606

The Data is a commercial item as defined in FAR 2.101 and is subject to the terms set forth in this Agreement. If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify HERE prior to seeking additional or alternative rights in the Data.

© 1987-2016 HERE. All rights reserved.
C. GOOGLE MAPS TERMS

If you are using map data provided by Google, please note the following terms as well as the terms in Appendix 1.

**Export Laws.** You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State.

**Prohibited Territory.** You agree to refrain from using Google maps in the “Prohibited Territory”, defined by Google as: China, Crimea, Cuba, Iran, Myanmar, North Korea, Sudan, Syria and Vietnam.

**Consent.** You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with Geotab and Google services - to Geotab obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

**US Government Users.** The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled “Business uses of our Services” is replaced in its entirety with the following:

“If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.”

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

“This Agreement will be governed by and interpreted in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding
California’s conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara county, California, and the parties consent to personal jurisdiction in those courts.”

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

This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

A. This computer software may be:

- Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

a. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

b. Reproduced for safekeeping (archives) or backup purposes;

c. Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;

d. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and

e. Used or copied for use with a replacement computer.

B. Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.

C. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

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

D. MAPBOX MAP TERMS

If you are using map data from Mapbox, the following terms apply to you.

License to Use Your Data. Limited to the purpose of hosting your content so that mapping services can be provided, you grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Mapbox these rights.
US Government Terms of Service

If you are a United States government user or otherwise accessing or using any Mapbox service in a U.S. government capacity, this Amendment applies to you. If you aren't, go check out our standard Terms of Service.

This Amendment is an agreement between Mapbox, Inc. ("Mapbox") and U.S. Government users, and applies solely to the U.S. Government users, account holders, and subscribers who use or access the Services on behalf of a U.S. Government agency ("you"). It applies only to Mapbox users in their capacity as government or public entities or in their capacity as employees of a government or public entity.

Federal agencies, because of their status as U.S. Government entities, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; document retention; and governing law and dispute resolution forum. Mapbox and you (together, the "Parties") agree that modifications to Mapbox's standard Terms of Service, are appropriate to accommodate your legal status, your public (in contrast to private) mission, and other special circumstances.

Accordingly, the TOS is hereby modified by this Amendment to allow for your use of the Mapbox Site.

A. Indemnification: All indemnification, liability and damages provisions of the TOS are hereby waived. Liability of Agency for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined under the Federal Tort Claims Act, the Contract Disputes Act, or other governing authority. Liability of Mapbox for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined by applicable federal law. In any event, neither party shall be liable for consequential damages. The claim period within which a cause of action must be commenced by either party will be governed by federal law.

B. Governing law and jurisdiction: The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America.

C. Limitation of liability: The Parties agree that nothing in the Warranty or Limitation of Liability provisions in the TOS in any way grants Mapbox a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

D. No endorsement: Mapbox agrees that your seals, trademarks, logos, service marks, trade names, and the fact that you use the software, services, maps, and other content of the Mapbox Site shall not be used by Mapbox in such a manner as to state or imply that Mapbox's products or services are endorsed, sponsored or recommended by you or by any other entity of the Federal Government, or are considered by these federal entities as superior to any other company's products or services. Mapbox agrees not to display any Agency or government seal or logo on the Mapbox homepage or elsewhere on the Mapbox Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Mapbox may list the Agency's name in a publicly available user list so long as the name is not displayed in a more prominent fashion than that of any other third party name, and reference your Agency as a Mapbox user.

E. No business relationship created: The Parties are independent entities and nothing in the TOS or this Amendment creates an agency, partnership, joint venture, or employer/employee
relationship.

F. Fee based services: The Parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before you decide to enter into a premium or enterprise subscription, or any other fee-based service that Mapbox or alternative providers may offer now or in the future, you agree to determine your Agency has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review any then applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

G. Assignment: Neither party may assign its obligations under this Amendment to any third party without prior written consent of the other.

H. Precedence; Further Amendment; Termination: If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Mapbox Site, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. You may terminate this Amendment at any time. Mapbox may terminate this Amendment on 30 days written notice.

I. Posting and availability of this Amendment: The Parties agree this Amendment contains no confidential or proprietary information, and you may release it to the public upon request and to other agencies interested in using the Mapbox Site.

J. Security: Mapbox will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. Recognizing the changing nature of the Internet, Mapbox will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data.

K. Title and Intellectual Property Rights: To the extent permitted under Federal law, all rights, title and interest to any and all work produced and created by User pursuant to or in connection with the use of the Mapbox Site shall vest in the User. Ownership or possession of such rights, title and interest shall not be affected by any alleged or actual breach of the TOS or this Amendment. Under no circumstances may Mapbox claim a right, title or interest in Content that is in the public domain.

L. Permanent Geocoding API: Use of the API is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS, FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the API, the construction that provides greater limitations on the Government’s rights shall control. For purposes of any public disclosure provision under any federal, state, or local law, it is agreed that the databases powering the API and any geocoding results derived from the API are trade secrets and proprietary commercial products and not subject to disclosure.

Additional Items for Discussion and Possible Inclusion in this Agreement: Mapbox understands current federal law, regulation and policy may affect your use of Mapbox products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by Mapbox (which may change from time to time), and how you intend to use those services (which also may change). Among the topics the Parties may need to discuss, and which may lead to the insertion of additional clauses in this Agreement, are Privacy and Accessibility.
Appendix 1 to Attachment B

GOOGLE TERMS OF SERVICE

Effective March 31, 2020

Archived versions

What’s covered in these terms

We know it’s tempting to skip these Terms of Service, but it’s important to establish what you can expect from us as you use Google services, and what we expect from you.

These Terms of Service reflect the way Google’s business works, the laws that apply to our company, and certain things we’ve always believed to be true. As a result, these Terms of Service help define Google’s relationship with you as you interact with our services. For example, these terms include the following topic headings:

What you can expect from us, which describes how we provide and develop our services

What we expect from you, which establishes certain rules for using our services

Content in Google services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, Google, or others

In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you’re agreeing to these terms.

Besides these terms, we also publish a Privacy Policy. Although it’s not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

Service provider

Google services are provided by, and you’re contracting with: Google LLC organized under the laws of the State of Delaware, USA, and operating under the laws of the USA 1600 Amphitheatre Parkway Mountain View, California 94043 USA

Age requirements

If you’re under the age required to manage your own Google Account, you must have your parent or legal guardian’s permission to use a Google Account. Please have your parent or legal guardian read these terms with you.

If you’re a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you’re responsible for your child’s activity on the services.

Some Google services have additional age requirements as described in their service-specific additional terms and policies.

Your relationship with Google

These terms help define the relationship between you and Google. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how Google’s business works and how we earn money. When we speak of “Google,” “we,” “us,” and “our,” we mean Google LLC and its affiliates.
What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- apps and sites (like Search and Maps)
- platforms (like Google Play)
- integrated services (like Maps embedded in other companies’ apps or sites)
- devices (like Google Home)

Our services are designed to work together, making it easier for you to move from one activity to the next. For example, Maps can remind you to leave for an appointment that appears in your Google Calendar.

Improve Google services

We’re constantly developing new technologies and features to improve our services. For example, we invest in artificial intelligence that uses machine learning to detect and block spam and malware, and to provide you with innovative features, like simultaneous translations. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we’ll provide you with reasonable advance notice and an opportunity to export your content from your Google Account using Google Takeout, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to use our services continues as long as you meet your responsibilities in:

- these terms
- service-specific additional terms, which could, for example, include things like additional age requirements

We also make various policies, help centers, and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy, Copyright Help Center, Safety Center, and other pages accessible from our policies site. Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Respect others

Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don’t abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- don’t abuse, harm, interfere with, or disrupt the services

Our service-specific additional terms and policies provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren’t following these rules, many of our services allow you to report abuse. If we act on a report of abuse, we also provide a fair process as
Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you’re free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

License

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else’s creative content if they’ve given you their permission. We need your permission if your intellectual property rights restrict our use of your content. You provide Google with that permission through this license.

What’s covered

This license covers your content if that content is protected by intellectual property rights.

What’s not covered

- This license doesn’t affect your privacy rights — it’s only about your intellectual property rights
- This license doesn’t cover these types of content:
  - publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn’t require a license because it’s considered common knowledge that everyone’s free to use.
  - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

Scope

This license is:

- worldwide, which means it’s valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

Rights

This license allows Google to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you’ve made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
  - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
  - our contractors who’ve signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below

Purpose

This license is for the limited purpose of:

- operating and improving the services, which means allowing the services to work as designed and
creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:

- for spam, malware, and illegal content
- to recognize patterns in data, such as determining when to suggest a new album in Google Photos to keep related photos together
- to customize our services for you, such as providing recommendations and personalized search results, content, and ads (which you can change or turn off in Ads Settings)

This analysis occurs as the content is sent, received, and when it is stored.

- using content you’ve shared publicly to promote the services. For example, to promote a Google app, we might quote a review you wrote. Or to promote Google Play, we might show a screenshot of the app you offer in the Play Store.
- developing new technologies and services for Google consistent with these terms

**Duration**

This license lasts for as long as your content is protected by intellectual property rights. If you remove from our services any content that’s covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend’s Google Account even after you remove it from your Google Account.
- If you make your content available through other companies’ services, it’s possible that search engines, including Google Search, will continue to find and display your content as part of their search results.

**Using Google services**

**Your Google Account**

If you meet these age requirements you can create a Google Account for your convenience. Some services require that you have a Google Account in order to work — for example, to use Gmail, you need a Google Account so that you have a place to send and receive your email.

You’re responsible for what you do with your Google Account, including taking reasonable steps to keep your Google Account secure, and we encourage you to regularly use the Security Checkup.

**Using Google services on behalf of an organization**

Many organizations, such as businesses, non-profits, and schools, take advantage of our services. To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization’s administrator may assign a Google Account to you. That administrator might require you to follow additional rules and may be able to access or disable your Google Account.

**Service-related communications**

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see Google’s Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

**Content in Google services**
Your content

Some of our services give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created.

- See the Permission to use your content section for more about your rights in your content, and how your content is used in our services
- See the Removing your content section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we’ll take appropriate action. For example, we suspend or close the Google Accounts of repeat copyright infringers as described in our Copyright Help Center.

Google content

Some of our services include content that belongs to Google — for example, many of the visual illustrations you see in Google Maps. You may use Google’s content as allowed by these terms and any service-specific additional terms, but we retain any intellectual property rights that we have in our content. Don’t remove, obscure, or alter any of our branding, logos, or legal notices. If you want to use our branding or logos, please see the Google Brand Permissions page.

Other content

Finally, some of our services give you access to content that belongs to other people or organizations — for example, a store owner’s description of their own business, or a newspaper article displayed in Google News. You may not use this content without that person or organization’s permission, or as otherwise allowed by law. The views expressed in other people or organizations’ content are theirs, and don’t necessarily reflect Google’s views.

Software in Google services

Some of our services include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it’s valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- royalty-free, which means there are no fees for this license
- personal, which means it doesn’t extend to anyone else
- non-assignable, which means you’re not allowed to assign the license to anyone else

Some of our services include software that’s offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You may not copy, modify, distribute, sell, or lease any part of our services or software. Also, you may not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so.

When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.
In case of problems or disagreements

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don’t limit or take away any of those rights. For example, if you’re a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

Warranty

We provide our services using reasonable skill and care. If we don’t meet the quality level described in this warranty, you agree to tell us and we’ll work with you to try to resolve the issue.

Disclaimers

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the Warranty section, (2) stated in the service-specific additional terms, or (3) provided under applicable laws. We don’t make any other commitments about our services.

And unless required by law, we don’t provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Liabilities

For all users

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don’t limit Google’s liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), Google won’t be responsible for any other losses, unless they’re caused by our breach of these terms or service-specific additional terms.

For business users and organizations only

If you’re a business user or organization, then to the extent allowed by applicable law:

- You’ll indemnify Google and its directors, officers, employees, and contractors for any third party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- Google won’t be responsible for the following liabilities:
  - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
  - indirect or consequential loss
  - punitive damages
- Google’s total liability arising out of or relating to these terms is limited to the greater of (1) US$500 or (2) 125% of the fees that you paid to use the relevant services in the 12 months before the breach

If you’re legally exempt from certain responsibilities, including indemnification, then those responsibilities don’t apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don’t override those immunities.

Taking action in case of problems
Before taking action as described below, we’ll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or Google
- violate the law or a legal enforcement authority’s order
- compromise an investigation
- compromise the operation, integrity, or security of our services

**Removing your content**

If we reasonably believe that any of your content (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or Google, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, and content that infringes someone else’s intellectual property rights.

**Suspending or terminating your access to Google services**

Google reserves the right to suspend or terminate your access to the services or delete your Google Account if any of these things happen:

- you materially or repeatedly breach these terms, service-specific additional terms or policies
- we’re required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or Google — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn’t belong to you

If you believe your Google Account has been suspended or terminated in error, you can appeal.

Of course, you’re always free to stop using our services at any time. If you do stop using a service, we’d appreciate knowing why so that we can continue improving our services.

**Settling disputes, governing law, and courts**

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California law will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

To the extent that applicable local law prevents certain disputes from being resolved in a California court, then you can file those disputes in your local courts. Likewise, if applicable local law prevents your local court from applying California law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, state, or other place of residence.

**About these terms**

By law, you have certain rights that can’t be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and Google. They don’t create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we’ve used examples from our services. But not all services mentioned may be available in your country.
If these terms conflict with the service-specific additional terms, the additional terms will govern for that service.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don’t follow these terms or the service-specific additional terms, and we don’t take action right away, that doesn’t mean we’re giving up any rights that we may have, such as taking action in the future.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we’ll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don’t agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at any time by closing your Google Account.

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**consumer**

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**copyright**

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**disclaimer**

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**EU Platform-to-Business Regulation**

The Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services.

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organization
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warranty
An assurance that a product or service will perform to a certain standard.

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- blog posts you upload through Blogger
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- videos you store in Drive
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Google Maps/Google Earth Additional Terms of Service

Last Modified: March 31, 2020

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Please read each of these documents carefully. Together, these documents are known as the “Terms”. They establish what you can expect from us as you use our services, and what we expect from you.

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   b. **U.S. Government Restricted Rights.** All access or use of Google Maps/Google Earth by or for the United States federal government is subject to the “U.S. Government Restricted Rights” section in the Google Maps/Google Earth Legal Notices.
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Last Modified: February 1, 2021

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In these Legal Notices, Google Maps/Google Earth and the Google Maps/Google Earth APIs are referred to as the "Service(s)."

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7. **There’s always more information out there.**

Once we’d indexed more of the HTML pages on the Internet than any other search service, our engineers turned their attention to information that was not as readily accessible. Sometimes it was just a matter of integrating new databases into search, such as adding a phone number and address lookup and a business directory. Other efforts required a bit more creativity, like adding the ability to search news archives, patents, academic journals, billions of images and millions of books. And our researchers continue looking into ways to bring all the world’s information to people seeking answers.

8. **The need for information crosses all borders.**

Our company was founded in California, but our mission is to facilitate access to information for the entire world, and in every language. To that end, we have offices in more than 60 countries, maintain more than 180 Internet domains, and serve more than half of our results to people living outside the United States. We offer Google’s search interface in more than 130 languages, offer people the ability to restrict results to content written in their own language, and aim to provide the rest of our applications and products in as many languages and accessible formats as possible. Using our translation tools, people can discover content written on the other side of the world in languages they don’t speak. With these tools and the help of volunteer translators, we have been able to greatly improve both the variety and quality of services we can offer in even the most far-flung corners of the globe.

9. **You can be serious without a suit.**

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10. Great just isn’t good enough.

We see being great at something as a starting point, not an endpoint. We set ourselves goals we know we can’t reach yet, because we know that by stretching to meet them we can get further than we expected. Through innovation and iteration, we aim to take things that work well and improve upon them in unexpected ways. For example, when one of our engineers saw that search worked well for properly spelled words, he wondered about how it handled typos. That led him to create an intuitive and more helpful spell checker.

Even if you don’t know exactly what you’re looking for, finding an answer on the web is our problem, not yours. We try to anticipate needs not yet articulated by our global audience, and meet them with products and services that set new standards. When we launched Gmail, it had more storage space than any email service available. In retrospect offering that seems obvious—but that’s because now we have new standards for email storage. Those are the kinds of changes we seek to make, and we’re always looking for new places where we can make a difference. Ultimately, our constant dissatisfaction with the way things are becomes the driving force behind everything we do.

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- Platforms like the Chrome browser and Android operating system
- Products that are integrated into third-party apps and sites, like ads and embedded Google Maps

You can use our services in a variety of ways to manage your privacy. For example, you can sign up for a Google Account if you want to create and manage content like emails and photos, or see more relevant search results. And you can use many Google services when you’re signed out or without creating an account at all, like searching on Google or watching YouTube videos. You can also choose to browse the web privately using Chrome in Incognito mode. And across our services, you can adjust your privacy settings to control what we collect and how your information is used.

To help explain things as clearly as possible, we’ve added examples, explanatory videos, and definitions for key terms. And if you have any questions about this Privacy Policy, you can contact us.

INFORMATION GOOGLE COLLECTS

We want you to understand the types of information we collect as you use our services

We collect information to provide better services to all our users — from figuring out basic stuff like which language you speak, to more complex things like which ads you’ll find most useful, the people who matter most to you online, or which YouTube videos you might like. The information Google collects, and how that information is used, depends on how you use our services and how you manage your privacy controls.

When you’re not signed in to a Google Account, we store the information we collect with unique identifiers tied to the browser, application, or device you’re using. This helps us do things like maintain your language preferences across browsing sessions.

When you’re signed in, we also collect information that we store with your Google Account, which we treat as personal information.

Things you create or provide to us

When you create a Google Account, you provide us with personal information that includes your name and a password. You can also choose to add a phone number or payment information to your account. Even if you aren’t signed in to a Google Account, you might choose to provide us with information — like an email address to receive updates about our services.

We also collect the content you create, upload, or receive from others when using our services. This includes things like email you write and receive, photos and videos you save, docs and spreadsheets you
create, and comments you make on YouTube videos.

Information we collect as you use our services

Your apps, browsers & devices

We collect information about the apps, browsers, and devices you use to access Google services, which helps us provide features like automatic product updates and dimming your screen if your battery runs low.

The information we collect includes unique identifiers, browser type and settings, device type and settings, operating system, mobile network information including carrier name and phone number, and application version number. We also collect information about the interaction of your apps, browsers, and devices with our services, including IP address, crash reports, system activity, and the date, time, and referrer URL of your request.

We collect this information when a Google service on your device contacts our servers — for example, when you install an app from the Play Store or when a service checks for automatic updates. If you’re using an Android device with Google apps, your device periodically contacts Google servers to provide information about your device and connection to our services. This information includes things like your device type, carrier name, crash reports, and which apps you've installed.

Your activity

We collect information about your activity in our services, which we use to do things like recommend a YouTube video you might like. The activity information we collect may include:

- Terms you search for
- Videos you watch
- Views and interactions with content and ads
- Voice and audio information when you use audio features
- Purchase activity
- People with whom you communicate or share content
- Activity on third-party sites and apps that use our services
- Chrome browsing history you’ve synced with your Google Account

If you use our services to make and receive calls or send and receive messages, we may collect call and message log information like your phone number, calling-party number, receiving-party number, forwarding numbers, sender and recipient email address, time and date of calls and messages, duration of calls, routing information, and types and volumes of calls and messages. You can visit your Google Account to find and manage activity information that’s saved in your account.

Your location information

We collect information about your location when you use our services, which helps us offer features like driving directions for your weekend getaway or showtimes for movies playing near you.

Your location can be determined with varying degrees of accuracy by:

- GPS
- IP address
- Sensor data from your device
- Information about things near your device, such as Wi-Fi access points, cell towers, and Bluetooth enabled devices
The types of location data we collect depend in part on your device and account settings. For example, you can turn your Android device’s location on or off using the device’s settings app. You can also turn on Location History if you want to create a private map of where you go with your signed-in devices.

In some circumstances, Google also collects information about you from publicly accessible sources. For example, if your name appears in your local newspaper, Google’s Search engine may index that article and display it to other people if they search for your name. We may also collect information about you from trusted partners, such as directory services who provide us with business information to be displayed on Google’s services, marketing partners who provide us with information about potential customers of our business services, and security partners who provide us with information to protect against abuse. We also receive information from advertisers to provide advertising and research services on their behalf.

We use various technologies to collect and store information, including cookies, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs.

WHY GOOGLE COLLECTS DATA

We use data to build better services

We use the information we collect from all our services for the following purposes:

Provide our services

We use your information to deliver our services, like processing the terms you search for in order to return results or helping you share content by suggesting recipients from your contacts.

Maintain & improve our services

We also use your information to ensure our services are working as intended, such as tracking outages or troubleshooting issues that you report to us. And we use your information to make improvements to our services — for example, understanding which search terms are most frequently misspelled helps us improve spell-check features used across our services.

Develop new services

We use the information we collect in existing services to help us develop new ones. For example, understanding how people organized their photos in Picasa, Google’s first photos app, helped us design and launch Google Photos.

Provide personalized services, including content and ads

We use the information we collect to customize our services for you, including providing recommendations, personalized content, and customized search results. For example, Security Checkup provides security tips adapted to how you use Google products. And Google Play uses information like apps you’ve already installed and videos you’ve watched on YouTube to suggest new apps you might like.

Depending on your settings, we may also show you personalized ads based on your interests. For example, if you search for “mountain bikes,” you may see an ad for sports equipment when you’re browsing a site that shows ads served by Google. You can control what information we use to show you ads by visiting your ad settings.

We don’t show you personalized ads based on sensitive categories, such as race, religion, sexual orientation, or health.
We don’t show you personalized ads based on your content from Drive, Gmail, or Photos.

We don’t share information that personally identifies you with advertisers, such as your name or email, unless you ask us to. For example, if you see an ad for a nearby flower shop and select the “tap to call” button, we’ll connect your call and may share your phone number with the flower shop.

Measure performance

We use data for analytics and measurement to understand how our services are used. For example, we analyze data about your visits to our sites to do things like optimize product design. And we also use data about the ads you interact with to help advertisers understand the performance of their ad campaigns. We use a variety of tools to do this, including Google Analytics. When you visit sites that use Google Analytics, a Google Analytics customer may choose to enable Google to link information about your activity from that site with activity from other sites that use our ad services.

Communicate with you

We use information we collect, like your email address, to interact with you directly. For example, we may send you a notification if we detect suspicious activity, like an attempt to sign in to your Google Account from an unusual location. Or we may let you know about upcoming changes or improvements to our services. And if you contact Google, we’ll keep a record of your request in order to help solve any issues you might be facing.

Protect Google, our users, and the public

We use information to help improve the safety and reliability of our services. This includes detecting, preventing, and responding to fraud, abuse, security risks, and technical issues that could harm Google, our users, or the public.

We use different technologies to process your information for these purposes. We use automated systems that analyze your content to provide you with things like customized search results, personalized ads, or other features tailored to how you use our services. And we analyze your content to help us detect abuse such as spam, malware, and illegal content. We also use algorithms to recognize patterns in data. For example, Google Translate helps people communicate across languages by detecting common language patterns in phrases you ask it to translate.

We may combine the information we collect among our services and across your devices for the purposes described above. For example, if you watch videos of guitar players on YouTube, you might see an ad for guitar lessons on a site that uses our ad products. Depending on your account settings, your activity on other sites and apps may be associated with your personal information in order to improve Google’s services and the ads delivered by Google.

If other users already have your email address or other information that identifies you, we may show them your publicly visible Google Account information, such as your name and photo. This helps people identify an email coming from you, for example.

We’ll ask for your consent before using your information for a purpose that isn’t covered in this Privacy Policy.

YOUR PRIVACY CONTROLS

You have choices regarding the information we collect and how it’s used

This section describes key controls for managing your privacy across our services. You can also visit the
Privacy Checkup, which provides an opportunity to review and adjust important privacy settings. In addition to these tools, we also offer specific privacy settings in our products — you can learn more in our Product Privacy Guide.

Managing, reviewing, and updating your information

When you’re signed in, you can always review and update information by visiting the services you use. For example, Photos and Drive are both designed to help you manage specific types of content you’ve saved with Google.

We also built a place for you to review and control information saved in your Google Account. Your Google Account includes:

Privacy controls

Activity Controls

Decide what types of activity you’d like saved in your account. For example, you can turn on Location History if you want traffic predictions for your daily commute, or you can save your YouTube Watch History to get better video suggestions.

Ad settings

Manage your preferences about the ads shown to you on Google and on sites and apps that partner with Google to show ads. You can modify your interests, choose whether your personal information is used to make ads more relevant to you, and turn on or off certain advertising services.

About you

Control what others see about you across Google services.

Shared endorsements

Choose whether your name and photo appear next to your activity, like reviews and recommendations, that appear in ads.

Ways to review & update your information

My Activity

My Activity allows you to review and control data that’s created when you use Google services, like searches you’ve done or your visits to Google Play. You can browse by date and by topic, and delete part or all of your activity.

Google Dashboard

Google Dashboard allows you to manage information associated with specific products.

Your personal information

Manage your contact information, such as your name, email, and phone number.

When you’re signed out, you can manage information associated with your browser or device, including:

- Signed-out search personalization: Choose whether your search activity is used to offer you more relevant results and recommendations.
YouTube settings: Pause and delete your YouTube Search History and your YouTube Watch History.
Ad Settings: Manage your preferences about the ads shown to you on Google and on sites and apps that partner with Google to show ads.

Exporting, removing & deleting your information

You can export a copy of content in your Google Account if you want to back it up or use it with a service outside of Google.
You can also request to remove content from specific Google services based on applicable law.

To delete your information, you can:

- Delete your content from specific Google services
- Search for and then delete specific items from your account using My Activity
- Delete specific Google products, including your information associated with those products
- Delete your entire Google Account

And finally, Inactive Account Manager allows you to give someone else access to parts of your Google Account in case you’re unexpectedly unable to use your account.

There are other ways to control the information Google collects whether or not you’re signed in to a Google Account, including:

- Browser settings: For example, you can configure your browser to indicate when Google has set a cookie in your browser. You can also configure your browser to block all cookies from a specific domain or all domains. But remember that our services rely on cookies to function properly, for things like remembering your language preferences.
- Device-level settings: Your device may have controls that determine what information we collect. For example, you can modify location settings on your Android device.

SHARING YOUR INFORMATION

When you share your information

Many of our services let you share information with other people, and you have control over how you share. For example, you can share videos on YouTube publicly or you can decide to keep your videos private. Remember, when you share information publicly, your content may become accessible through search engines, including Google Search.

When you’re signed in and interact with some Google services, like leaving comments on a YouTube video or reviewing an app in Play, your name and photo appear next to your activity. We may also display this information in ads depending on your Shared endorsements setting.

When Google shares your information

We do not share your personal information with companies, organizations, or individuals outside of Google except in the following cases:

With your consent

We’ll share personal information outside of Google when we have your consent. For example, if you use Google Home to make a reservation through a booking service, we’ll get your permission before sharing your name or phone number with the restaurant. We’ll ask for your explicit consent to share any sensitive
personal information.

With domain administrators

If you’re a student or work for an organization that uses Google services, your domain administrator and resellers who manage your account will have access to your Google Account. They may be able to:

- Access and retain information stored in your account, like your email
- View statistics regarding your account, like how many apps you install
- Change your account password
- Suspend or terminate your account access
- Receive your account information in order to satisfy applicable law, regulation, legal process, or enforceable governmental request
- Restrict your ability to delete or edit your information or your privacy settings

For external processing

We provide personal information to our affiliates and other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures. For example, we use service providers to help us with customer support.

For legal reasons

We will share personal information outside of Google if we have a good-faith belief that access, use, preservation, or disclosure of the information is reasonably necessary to:

- Meet any applicable law, regulation, legal process, or enforceable governmental request. We share information about the number and type of requests we receive from governments in our Transparency Report.
- Enforce applicable Terms of Service, including investigation of potential violations.
- Detect, prevent, or otherwise address fraud, security, or technical issues.
- Protect against harm to the rights, property or safety of Google, our users, or the public as required or permitted by law.

We may share non-personally identifiable information publicly and with our partners — like publishers, advertisers, developers, or rights holders. For example, we share information publicly to show trends about the general use of our services. We also allow specific partners to collect information from your browser or device for advertising and measurement purposes using their own cookies or similar technologies.

If Google is involved in a merger, acquisition, or sale of assets, we’ll continue to ensure the confidentiality of your personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

KEEPING YOUR INFORMATION SECURE

We build security into our services to protect your information

All Google products are built with strong security features that continuously protect your information. The insights we gain from maintaining our services help us detect and automatically block security threats from ever reaching you. And if we do detect something risky that we think you should know about, we’ll notify you and help guide you through steps to stay better protected.
We work hard to protect you and Google from unauthorized access, alteration, disclosure, or destruction of information we hold, including:

- We use encryption to keep your data private while in transit
- We offer a range of security features, like Safe Browsing, Security Checkup, and 2 Step Verification to help you protect your account
- We review our information collection, storage, and processing practices, including physical security measures, to prevent unauthorized access to our systems
- We restrict access to personal information to Google employees, contractors, and agents who need that information in order to process it. Anyone with this access is subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

EXPORTING & DELETING YOUR INFORMATION

You can export a copy of your information or delete it from your Google Account at any time.

You can export a copy of content in your Google Account if you want to back it up or use it with a service outside of Google.

To delete your information, you can:

- Delete your content from specific Google services
- Search for and then delete specific items from your account using My Activity
- Delete specific Google products, including your information associated with those products
- Delete your entire Google Account

RETAINING YOUR INFORMATION

We retain the data we collect for different periods of time depending on what it is, how we use it, and how you configure your settings:

- Some data you can delete whenever you like, such as the content you create or upload. You can also delete activity information saved in your account, or choose to have it deleted automatically after a set period of time.
- Other data is deleted or anonymized automatically after a set period of time, such as advertising data in server logs.
- We keep some data until you delete your Google Account, such as information about how often you use our services.
- And some data we retain for longer periods of time when necessary for legitimate business or legal purposes, such as security, fraud and abuse prevention, or financial record-keeping.

When you delete data, we follow a deletion process to make sure that your data is safely and completely removed from our servers or retained only in anonymized form. We try to ensure that our services protect information from accidental or malicious deletion. Because of this, there may be delays between when you delete something and when copies are deleted from our active and backup systems.

You can read more about Google’s data retention periods, including how long it takes us to delete your information.

COMPLIANCE & COOPERATION WITH REGULATORS

We regularly review this Privacy Policy and make sure that we process your information in ways that comply with it.
Data transfers

We maintain servers around the world and your information may be processed on servers located outside of the country where you live. Data protection laws vary among countries, with some providing more protection than others. Regardless of where your information is processed, we apply the same protections described in this policy. We also comply with certain legal frameworks relating to the transfer of data.

When we receive formal written complaints, we respond by contacting the person who made the complaint. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of your data that we cannot resolve with you directly.

ABOUT THIS POLICY

When this policy applies

This Privacy Policy applies to all of the services offered by Google LLC and its affiliates, including YouTube, Android, and services offered on third-party sites, such as advertising services. This Privacy Policy doesn’t apply to services that have separate privacy policies that do not incorporate this Privacy Policy.

This Privacy Policy doesn’t apply to:

- The information practices of other companies and organizations that advertise our services
- Services offered by other companies or individuals, including products or sites that may include Google services, be displayed to you in search results, or be linked from our services

Changes to this policy

We change this Privacy Policy from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We always indicate the date the last changes were published and we offer access to archived versions for your review. If changes are significant, we’ll provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes).

RELATED PRIVACY PRACTICES

Specific Google services

The following privacy notices provide additional information about some Google services:

Chrome & the Chrome Operating System

Payments

Fiber

Google Fi

Google Workspace for Education

Read Along

YouTube Kids

Google Accounts Managed with Family Link, for Children under 13 (or applicable age in your country)
Voice and Audio Collection from Children’s Features on the Google Assistant

If you’re a member of an organization that uses Google Workspace or Google Cloud Platform, learn how these services collect and use your personal information in the Google Cloud Privacy Notice.

Other useful resources

The following links highlight useful resources for you to learn more about our practices and privacy settings.

- Your Google Account is home to many of the settings you can use to manage your account
- Privacy Checkup guides you through key privacy settings for your Google Account
- Google’s safety center helps you learn more about our built-in security, privacy controls, and tools to help set digital ground rules for your family online
- Privacy & Terms provides more context regarding this Privacy Policy and our Terms of Service
- Technologies includes more information about:
  - How Google uses cookies
  - Technologies used for Advertising
  - How Google uses pattern recognition to recognize things like faces in photos
  - How Google uses information from sites or apps that use our services

Key terms

Affiliates

An affiliate is an entity that belongs to the Google group of companies, including the following companies that provide consumer services in the EU: Google Ireland Limited, Google Commerce Ltd, Google Payment Corp, and Google Dialer Inc. Learn more about the companies providing business services in the EU.

Algorithm

A process or set of rules followed by a computer in performing problem-solving operations.

Application data cache

An application data cache is a data repository on a device. It can, for example, enable a web application to run without an internet connection and improve the performance of the application by enabling faster loading of content.

Browser web storage

Browser web storage enables websites to store data in a browser on a device. When used in "local storage" mode, it enables data to be stored across sessions. This makes data retrievable even after a browser has been closed and reopened. One technology that facilitates web storage is HTML 5.

Cookies

A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the site again, the cookie allows that site to recognize your browser. Cookies may store user preferences and other information. You can configure your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies. Learn more about how Google uses cookies and how Google uses data, including cookies, when you use our partners’ sites or apps.
Device
A device is a computer that can be used to access Google services. For example, desktop computers, tablets, smart speakers, and smartphones are all considered devices.

Google Account
You may access some of our services by signing up for a Google Account and providing us with some personal information (typically your name, email address, and a password). This account information is used to authenticate you when you access Google services and protect your account from unauthorized access by others. You can edit or delete your account at any time through your Google Account settings.

IP address
Every device connected to the Internet is assigned a number known as an Internet protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the Internet.

Non-personally identifiable information
This is information that is recorded about users so that it no longer reflects or references an individually identifiable user.

Personal information
This is information that you provide to us which personally identifies you, such as your name, email address, or billing information, or other data that can be reasonably linked to such information by Google, such as information we associate with your Google Account.

Pixel tag
A pixel tag is a type of technology placed on a website or within the body of an email for the purpose of tracking certain activity, such as views of a website or when an email is opened. Pixel tags are often used in combination with cookies.

Referrer URL
A Referrer URL (Uniform Resource Locator) is information transmitted to a destination webpage by a web browser, typically when you click a link to that page. The Referrer URL contains the URL of the last webpage the browser visited.

Sensitive personal information
This is a particular category of personal information relating to topics such as confidential medical facts, racial or ethnic origins, political or religious beliefs, or sexuality.

Server logs
Like most websites, our servers automatically record the page requests made when you visit our sites. These “server logs” typically include your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.

A typical log entry for a search for “cars” looks like this:

123.45.67.89 - 25/Mar/2003 10:15:32 -
http://www.google.com/search?q=cars -
Firefox 1.0.7; Windows NT 5.1 -
740674ce2123e969

123.45.67.89 is the Internet Protocol address assigned to the user by the user’s ISP. Depending on the user’s service, a different address may be assigned to the user by their service provider each time they connect to the Internet.

25/Mar/2003 10:15:32 is the date and time of the query.

http://www.google.com/search?q=cars is the requested URL, including the search query.
Firefox 1.0.7; Windows NT 5.1 is the browser and operating system being used.

740674ce2123a969 is the unique cookie ID assigned to this particular computer the first time it visited Google. (Cookies can be deleted by users. If the user has deleted the cookie from the computer since the last time they’ve visited Google, then it will be the unique cookie ID assigned to their device the next time they visit Google from that particular device).

Unique identifiers

A unique identifier is a string of characters that can be used to uniquely identify a browser, app, or device. Different identifiers vary in how permanent they are, whether they can be reset by users, and how they can be accessed. Unique identifiers can be used for various purposes, including security and fraud detection, syncing services such as your email inbox, remembering your preferences, and providing personalized advertising. For example, unique identifiers stored in cookies help sites display content in your browser in your preferred language. You can configure your browser to refuse all cookies or to indicate when a cookie is being sent.

On other platforms besides browsers, unique identifiers are used to recognize a specific device or app on that device. For example, a unique identifier such as the Advertising ID is used to provide relevant advertising on Android devices, and can be managed in your device’s settings. Unique identifiers may also be incorporated into a device by its manufacturer (sometimes called a universally unique ID or UUID), such as the IMEI number of a mobile phone. For example, a device’s unique identifier can be used to customize our service to your device or analyze device issues related to our services.

Additional Context

ads you’ll find most useful

For example, if you watch videos about baking on YouTube, you may see more ads that relate to baking as you browse the web. We also may use your IP address to determine your approximate location, so that we can serve you ads for a nearby pizza delivery service if you search for “pizza.” Learn more about Google ads and why you may see particular ads.

advertising and research services on their behalf

For example, advertisers may upload data from their loyalty-card programs so that they can better understand the performance of their ad campaigns. We only provide aggregated reports to advertisers that don’t reveal information about individual people.

Android device with Google apps
Android devices with Google apps include devices sold by Google or one of our partners and include phones, cameras, vehicles, wearables, and televisions. These devices use Google Play Services and other pre-installed apps that include services like Gmail, Maps, your phone’s camera and phone dialer, text-to-speech conversion, keyboard input, and security features.

combine the information we collect

Some examples of how we combine the information we collect include:

- When you’re signed in to your Google Account and search on Google, you can see search results from the public web, along with relevant information from the content you have in other Google products, like Gmail or Google Calendar. This can include things like the status of your upcoming flights, restaurant, and hotel reservations, or your photos.
- If you have communicated with someone via Gmail and want to add them to a Google Doc or an event in Google Calendar, Google makes it easy to do so by autocompleting their email address when you start to type in their name. This feature makes it easier to share things with people you know.
- The Google app can use data that you have stored in other Google products to show you personalized content, depending on your settings. For example, if you have searches stored in your Web & App Activity, the Google app can show you news articles and other information about your interests, like sports scores, based your activity.
- If you link your Google Account to your Google Home, you can manage your information and get things done through the Google Assistant. For example, you can add events to your Google Calendar or get your schedule for the day, ask for status updates on your upcoming flight, or send information like driving directions to your phone.

customized search results

For example, when you’re signed in to your Google Account and have the Web & App Activity control enabled, you can get more relevant search results that are based on your previous searches and activity from other Google services. You may also get customized search results even when you’re signed out. If you don’t want this level of search customization, you can search and browse privately or turn off signed-out search personalization.

deliver our services

Examples of how we use your information to deliver our services include:

- We use the IP address assigned to your device to send you the data you requested, such as loading a YouTube video
- We use unique identifiers stored in cookies on your device to help us authenticate you as the person who should have access to your Google Account
- Photos and videos you upload to Google Photos are used to help you create albums, animations, and other creations that you can share. Learn more
- A flight confirmation email you receive may be used to create a “check-in” button that appears in your Gmail
- When you purchase services or physical goods from us, you may provide us information like your shipping address or delivery instructions. We use this information for things like processing, fulfilling, and delivering your order, and to provide support in connection with the product or service you purchase.

detect abuse
When we detect spam, malware, illegal content, and other forms of abuse on our systems in violation of our policies, we may disable your account or take other appropriate action. In certain circumstances, we may also report the violation to appropriate authorities.

For example, we can use information from your devices to help you decide which device you’d like to use to install an app or view a movie you buy from Google Play. We also use this information to help protect your account.

For example, we analyze how people interact with advertising to improve the performance of our ads.

For example, we continuously monitor our systems to look for problems. And if we find something wrong with a specific feature, reviewing activity information collected before the problem started allows us to fix things more quickly.

Information about things near your device

If you use Google’s Location services on Android, we can improve the performance of apps that rely on your location, like Google Maps. If you use Google’s Location services, your device sends information to Google about its location, sensors (like accelerometer), and nearby cell towers and Wi-Fi access points (like MAC address and signal strength). All these things help to determine your location. You can use your device settings to enable Google Location services.

Legal process, or enforceable governmental request

Like other technology and communications companies, Google regularly receives requests from governments and courts around the world to disclose user data. Respect for the privacy and security of data you store with Google underpins our approach to complying with these legal requests. Our legal team reviews each and every request, regardless of type, and we frequently push back when a request appears to be overly broad or doesn’t follow the correct process. Learn more in our Transparency Report.

Make improvements

For example, we use cookies to analyze how people interact with our services. And that analysis can help us build better products. For example, it may help us discover that it’s taking people too long to complete a certain task or that they have trouble finishing steps at all. We can then redesign that feature and improve the product for everyone.

May link information

Google Analytics relies on first-party cookies, which means the cookies are set by the Google Analytics customer. Using our systems, data generated through Google Analytics can be linked by the Google Analytics customer and by Google to third-party cookies that are related to visits to other websites. For example, an advertiser may want to use its Google Analytics data to create more relevant ads, or to further analyze its traffic.

Partner with Google

There are over 2 million non-Google websites and apps that partner with Google to show ads.
payment information

For example, if you add a credit card or other payment method to your Google Account, you can use it to buy things across our services, like apps in the Play Store. We may also ask for other information, like a business tax ID, to help process your payment. In some cases, we may also need to verify your identity and may ask you for information to do this. We may also use payment information to verify that you meet age requirements, if, for example, you enter an incorrect birthday indicating you’re not old enough to have a Google Account.

personalized ads

You may also see personalized ads based on information from the advertiser. If you shopped on an advertiser's website, for example, they can use that visit information to show you ads.

phone number

If you add your phone number to your account, it can be used for different purposes across Google services, depending on your settings. For example, your phone number can be used to help you access your account if you forget your password, help people find and connect with you, and make the ads you see more relevant to you.

protect against abuse

For example, information about security threats can help us notify you if we think your account has been compromised (at which point we can help you take steps to protect your account).

publicly accessible sources

For example, we may collect information that’s publicly available online or from other public sources to help train Google’s language models and build features like Google Translate. Or, if your business’s information appears on a website, we may index and display it on Google services.

rely on cookies to function properly

For example, we use a cookie called ‘lbcs’ that makes it possible for you to open many Google Docs in one browser. Blocking this cookie would prevent Google Docs from working as expected.

safety and reliability

Some examples of how we use your information to help keep our services safe and reliable include:

- Collecting and analyzing IP addresses and cookie data to protect against automated abuse. This abuse takes many forms, such as sending spam to Gmail users, stealing money from advertisers by fraudulently clicking on ads, or censoring content by launching a Distributed Denial of Service (DDoS) attack.
- The “last account activity” feature in Gmail can help you find out if and when someone accessed your email without your knowledge. This feature shows you information about recent activity in Gmail, such as the IP addresses that accessed your mail, the associated location, and the date and time of access.

sensitive categories

When showing you personalized ads, we use topics that we think might be of interest to you based on your activity. For example, you may see ads for things like "Cooking and Recipes" or "Air Travel." We don’t use topics or show personalized ads based on sensitive categories like race, religion, sexual
orientation, or health. And we require the same from advertisers that use our services.

Sensor data from your device

Your device may have sensors that can be used to better understand your location and movement. For example, an accelerometer can be used to determine your speed and a gyroscope to figure out your direction of travel.

servers around the world

For example, we operate data centers located around the world to help keep our products continuously available for users.

services to make and receive calls or send and receive messages

Examples of these services include:

- Google Voice, for making and receiving calls, sending text messages, and managing voicemail
- Google Meet, for making and receiving video calls
- Gmail, for sending and receiving emails
- Google Chat, for sending and receiving messages
- Google Duo, for making and receiving video calls and sending and receiving messages
- Google Fi, for a phone plan

show trends

When lots of people start searching for something, it can provide useful information about particular trends at that time. Google Trends samples Google web searches to estimate the popularity of searches over a certain period of time and shares those results publicly in aggregated terms.

specific Google services

For example, you can delete your blog from Blogger or a Google Site you own from Google Sites. You can also delete reviews you’ve left on apps, games, and other content in the Play Store.

specific partners

For example, we allow YouTube creators and advertisers to work with measurement companies to learn about the audience of their YouTube videos or ads, using cookies or similar technologies. Another example is merchants on our shopping pages, who use cookies to understand how many different people see their product listings. Learn more about these partners and how they use your information.

synced with your Google Account

Your Chrome browsing history is only saved to your account if you’ve enabled Chrome synchronization with your Google Account. Learn more

the people who matter most to you online

For example, when you type an address in the To, Cc, or Bcc field of an email you’re composing, Gmail will suggest addresses based on the people you contact most frequently.

third parties

For example, we process your information to report use statistics to rights holders about how their content was used in our services. We may also process your information if people search for your name and we
display search results for sites containing publicly available information about you.

Views and interactions with content and ads

For example, we collect information about views and interactions with ads so we can provide aggregated reports to advertisers, like telling them whether we served their ad on a page and whether the ad was likely seen by a viewer. We may also measure other interactions, such as how you move your mouse over an ad or if you interact with the page on which the ad appears.

your activity on other sites and apps

This activity might come from your use of Google services, like from syncing your account with Chrome or your visits to sites and apps that partner with Google. Many websites and apps partner with Google to improve their content and services. For example, a website might use our advertising services (like AdSense) or analytics tools (like Google Analytics), or it might embed other content (such as videos from YouTube). These services may share information about your activity with Google and, depending on your account settings and the products in use (for instance, when a partner uses Google Analytics in conjunction with our advertising services), this data may be associated with your personal information.
VEHICLE MANUFACTURER EMBEDDED TELEMATICS DATA TERMS

If you subscribe to a data plan where Geotab is accessing data gathered by telematics systems embedded in the vehicle (“OEM Telematics”) by the vehicle manufacturer (“OEM”) and both parties have executed a purchase order against the GSA Schedule Contract in writing, the following terms (collectively, “OEM Data Terms”) apply.

Terms Applicable to all OEM Telematics

1. By providing a VIN of an OEM Telematics enabled vehicle to Geotab you:
   1. Represent and warrant that you have properly enrolled the provided VIN with the vehicle manufacturer;
   2. Represent and warrant that you are legally entitled to activate the provided VIN with Geotab and you will provide evidence of such rights upon reasonable written request from Geotab;
   3. Understand and agree that the OEM has certain rights to the data gathered by the OEM Telematics that depend on your separate written agreement with the OEM and that Geotab has no influence or control over the OEM or the uses to which the OEM may put the data gathered by the OEM Telematics;
   4. Understand and agree that the data received by Geotab from the OEM Telematics (“OEM Telematics Data”) may be limited by factors outside of Geotab’s control, for example, issues related to cellular coverage, carrier outages, carrier network service interruptions, modem deactivation and/or tampering, material failure of data supplying components on the vehicle and any actions taken by you or the OEM that alter or limit the data flow before the data is received by Geotab;
   5. Represent and warrant that you will notify the driver and other occupants of the vehicle that OEM Telematics Data is being collected and shared with Geotab in accordance with your obligations under all applicable laws and industry best practices;
   6. Agree to promptly inform Geotab in writing:
      1. In the event that the vehicle is stolen, lost, or sold to a new owner; or
      2. If any damage occurs to the vehicle that may affect the ability to transmit OEM Telematics Data.

For VINs you provide to Geotab in accordance with Section 1 of these OEM Data Terms, above, Geotab will:
   a. Receive OEM Telematics Data from the applicable OEM for the VINs provided by you;
   b. Store, retrieve, display and generally make available to you the OEM Telematics Data;
   c. Treat the OEM Data in accordance with the Geotab end user agreement (“EUA”), as modified by any applicable provisions of these OEM Data Terms.

Termination

. Geotab may terminate its obligation to provide some or all OEM Telematics Data on 30 days written notice to you in the event Geotab no longer has the right to provide you with the OEM Telematics Data. Geotab will work with you to determine the best replacement Geotab product currently available under the existing agreement.
   a. You may unenroll a vehicle at any time by contacting Geotab, or through such other method as Geotab may provide.

DISCLAIMER.

. Geotab does not guarantee the quality, quantity or reliability of the OEM Telematics Data.
   a. Geotab is not responsible for data security for the OEM Telematics Data before that data arrives at Geotab servers.
   b. GEOTAB WARRANTS THAT THE OEM TELEMETRICS DATA FOR ANY PARTICULAR VEHICLE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR FIRST RECEIPT OF OEM TELEMETRICS DATA FOR THAT PARTICULAR VEHICLE, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH
OEM TELEMATICS DATA WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE OEM TELEMATICS DATA IS PROVIDED “AS IS”, AND GEOTAB MAKES NO ADDITIONAL WARRANTIES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, OR OTHERWISE.

c. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GEOTAB EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT GEOTAB WILL CORRECT ANY SERVICE ERRORS;

d. FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND GEOTAB’S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE CLAIM OR, IF (A) GEOTAB CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, OR (B) GEOTAB COULD SUBSTANTIALLY CORRECT THE DEFICIENCY BUT THE CORRECTION OR MANNER OF CORRECTION IS NOT COMMERCIALLY REASONABLE, IN GEOTAB’S DISCRETION, THEN IN EITHER INSTANCE YOU MAY TERMINATE THE DEFICIENT SERVICES AND GEOTAB WILL REFUND TO YOU THE PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS TO YOU RELATING TO THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY YOU UNDER THIS AGREEMENT FOR THE APPLICABLE OEM TELEMATICS DURING THE ONE-YEAR PERIOD PRECEDING THE DATE OF THE CLAIM. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN SIX YEARS BEFORE YOU PROVIDE NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
Additional Terms Applicable to OnStar OEM Telematics Only:

1. TO THE FULLEST EXTENT PERMITTED BY LAW, ONSTAR WILL NOT BE LIABLE TO YOU, ANY END USER, OR ANY THIRD PARTY FOR ANY DAMAGES, COSTS, EXPENSES, FINES, OR OTHER AMOUNTS OR LIABILITIES ARISING OUT OF OR RELATING TO A FAILURE TO DELIVER THE ONSTAR OEM TELEMATICS SERVICES OR ANY END USER DATA, OR TO THE AVAILABILITY, QUALITY, SUITABILITY FOR SERVICE RECIPIENT’S PURPOSES OR ACCURACY OF THE REMOTE API SERVICES OR END USER DATA PROVIDED BY THOSE SERVICES.

2. Some services are only available in the continental United States, Alaska, and Hawaii. These services work using wireless communication networks and a Global Positioning System satellite network. THESE SERVICES ARE NOT AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL PARTICIPATING VEHICLES, AT ALL TIMES. The area in which a vehicle is driving may affect the services that can be provided by OnStar, and that Geotab may provide, under these OEM Data Terms. These services are unable to work unless a vehicle is located in an area where (a) OnStar has an agreement with a wireless service provider, and (b) that wireless service provider has (i) coverage, network capacity, and reception when and where the service is needed, and (ii) technology compatible with the services. Each vehicle must have a working factory installed electrical system (including adequate battery power) for the services to operate. Each vehicle must have an eligible OnStar services package for the services to operate. The services may not work if the OnStar equipment in a vehicle is not properly installed, or an end user has failed to maintain both that equipment and the vehicle in good working order (and in compliance with all government regulations).

3. Additional Restrictions on use of OnStar OEM Telematics Data. If you receive data with respect to seat belt use in a vehicle you may use it solely as part of your driver safety programs, for example, to measure success rates of your safety programs, to identify drivers that may require coaching or training or to reinforce safety policies. You may not use seat belt related OnStar OEM Telematics Data for (i) employee accident investigation, (ii) as a rationale for employee termination or suspension, (iii) monitoring seat belt use of persons in a vehicle other than the vehicle operator, or (iv) any other use not expressly permitted by these OEM Data Terms.