

TERMS OF SERVICE AND END-USER LICENSE AGREEMENT
IQ+ APP

1. INTRODUCTION

1.1. Services. This Terms of Service and End-User License Agreement (the “*Agreement*” or “*Service Agreement*”) applies to the use of Company’s services (the “*Services*”) or the Company software (the “*Software*”), whether through a trial period, pre-paid subscription term, or user-paid subscription (“*Consumer Subscription*”). Radian IoT, Inc. and its subsidiaries and affiliates (“*Company*,” “*we*,” “*us*,” and “*our*”) provide Services using the Software through multiple access points, including but not limited to, (a) Company websites (“*Website*”), (b) the Company mobile application called IQ+ (the “*App*”), or (c) hardware installed on your vehicle (“*Monitored Vehicle*”) to any person or entity who has a Consumer Subscription or who uses or accesses any of the Services, Software, Website, App, or Monitored Vehicle (“*you*” or “*your*”) (including any operator of a Monitored Vehicle, Authorized User (as defined herein), passenger or occupant who accesses the Services or Software). Collectively, the Services, Software, Consumer Subscription, Website, App, TD (as defined below) and any equipment, software, or other item necessary to deliver the Services is referred to herein as the “*Company System*” or the “*System*.”

1.2. MANDATORY ARBITRATION PROVISION: USE OF THE SERVICES OR SOFTWARE IS SUBJECT TO MANDATORY ARBITRATION AND CLASS-ACTION WAIVER OF ANY DISPUTES WHICH MAY ARISE, AS SET FORTH IN SECTION 13 BELOW. **PLEASE READ THAT SECTION CAREFULLY AND DO NOT USE THE SERVICES IN ANY MANNER AND IMMEDIATELY CONTACT US TO REQUEST DEACTIVATION OF THE SERVICES IF YOU ARE UNWILLING TO AGREE TO THE MANDATORY ARBITRATION PROVISION.**

1.3. LEGALLY BINDING AGREEMENT. PLEASE READ ALL PAGES OF THIS AGREEMENT BEFORE USING ANY OF THE COMPANY SERVICES OR SOFTWARE AND KEEP A COPY FOR YOUR RECORDS ALONG WITH ALL COMPANY DOCUMENTS YOU RECEIVE AND THE DOCUMENTS REFERENCED IN THIS AGREEMENT. THIS AGREEMENT AND THE RELATED DOCUMENTS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US THAT SETS FORTH OUR RESPECTS CONTRACTUAL RIGHTS AND RESPONSIBILITIES AND IS LEGALLY BINDING ON YOU. **BY ACCEPTING DELIVERY OF YOUR MONITORED VEHICLE WITHOUT CONTACTING US TO DEACTIVATE THE SERVICES, BY ACTIVATING OR USING ANY OF THE SERVICES, BY DOWNLOADING AND INSTALLING THE APP, OR REGISTERING OR ACCESSING THE SERVICES ON THE WEBSITE, YOU HEREBY ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL RELATED AGREEMENTS, POLICIES, AND RELATED DOCUMENTS REFERENCED IN THIS AGREEMENT AND ANY LATER CHANGES TO THIS AGREEMENT OR ANY RELATED AGREEMENTS, POLICIES, OR DOCUMENTS.** IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT AND THE PRIVACY POLICY (DEFINED BELOW), DO NOT USE ANY OF THE SERVICES AND IMMEDIATELY CONTACT US TO DEACTIVATE THE TD (DEFINED BELOW).

1.4. TRACKING NOTIFICATION. Your Monitored Vehicle includes a telematics device (“*TD*”) that utilizes GPS signals and wireless data communications connections to transmit various information about your Monitored Vehicle, including its location, to us in order to enable the Services. **BY DEFAULT, THE TD ON YOUR MONITORED VEHICLE IS ON PRIOR TO AND WHEN YOUR MONITORED VEHICLE IS DELIVERED TO YOU (OR WHEN YOU INSTALL IT AND ACTIVATE IT) AND WILL REMAIN ON OR ACTIVE, INCLUDING CONTINUING TO COLLECT LOCATION AND OTHER DATA FROM YOU AND YOUR MONITORED VEHICLE, UNTIL SUCH TIME AS YOU CONTACT US AND REQUEST DEACTIVATION OF THE TD USING THE CONTACT INFORMATION PROVIDED IN THIS AGREEMENT.** Please note that if the TD is deactivated, the Services may become fully or partially unavailable due to the loss of data necessary to provide the Services.

1.5. This Agreement. This Service Agreement and the Company’s Privacy Policy (the “*Privacy Policy*”) govern our provision of the Services and Software to you. In the event of any contradiction or inconsistency between this Agreement and the Privacy Policy, the language in this Agreement shall be considered controlling unless the contradictory or inconsistent language in the Privacy Policy specifically and expressly references the portion of this Agreement it is intended to supersede, that the inconsistent or contradictory language in the Privacy Policy should control, and is signed by Company.

1.6. Contact Us. If you have any questions regarding the Services or wish to deactivate the Services or the TD installed on your Monitored Vehicle, you may reach us at: support@radianiot.com

2. **ELIGIBILITY; SERVICE REQUIREMENTS; SERVICE PROVIDERS.**

2.1. Eligibility. You represent and warrant that you (i) have reached the age of majority in the jurisdiction where you reside and have full legal capacity to form a binding contract with us or (ii) are at least 13 years of age (or equivalent minimum age in the jurisdiction where you reside) and will use the Services only with the permission of a parent or legal guardian who agrees to be bound by these Terms. You may use the Services only if you meet these eligibility requirements, you agree to the terms of this Agreement, and you are in compliance with the provisions of this Agreement and all applicable local, state, national and international laws, rules, and regulations. The Services are not available to any users previously prohibited from using the Services by Company, if you are not using the proper version of the Software, if you do not have a Monitored Vehicle equipped with a functional TD, or if you have had the TD deactivated.

2.2. Service Requirements. The following are required to obtain and use the Services: (i) an activated, connected, properly installed, and functional TD, (ii) installed Software, (iii) an active Consumer Subscription for your Monitored Vehicle, (iv) a properly registered Company account, and (v) acceptance of this Agreement and the Privacy Policy.

2.3. Service Providers. Services are provided to you on behalf of Company. To provide those Services, Company interacts with and/or engages various third-party providers as necessary to provide the Services. These third-party providers include any person, company, or entity who provides any service, equipment, or facilities in connection with the Services or the Software, including, but not limited to, wireless service providers, underlying wireless carriers, suppliers, licensors, map or chart providers, emergency service providers, content or social media hosting platforms, communications providers, dealers, and repair, service or maintenance facilities. Such third-party providers are referred to in this Agreement as “*Service Provider(s)*”.

3. **CONSUMER SUBSCRIPTIONS; PRICE; PAYMENT; TAXES; REFUNDS.**

3.1. Consumer Subscriptions. Your Monitored Vehicle will come with a TD installed and may have a complimentary Consumer Subscription of a certain term. At the end of any complimentary Consumer Subscription, in the event of a transfer of ownership of a Monitored Vehicle to a new owner, or in the event of reactivation of a deactivated TD, a Consumer Subscription will need to be purchased. Unless otherwise provided, Consumer Subscription renewals will be directly with Company through the Website or in the App by logging in to your account and navigating to the appropriate screen or selecting the appropriate menu item; however, under certain circumstances, Consumer Subscription plans may be available for review and purchase through the dealer from which you purchased your Monitored Vehicle (“*Servicing Dealer*”). Following expiration of any Consumer Subscription period, Consumer Subscriptions will automatically renew for subsequent monthly or annual, as the case may be, Consumer Subscriptions until cancelled in accordance with the provisions of this Agreement or your Consumer Subscription plan.

3.2. Price. All Consumer Subscription fees are for the provision of the data services over the cellular data network and support and updates to the firmware of the TD installed on your Monitored Vehicle, the Software and App are provided free of charge, must be paid in advance for the duration of the Consumer Subscription or by automatic payment. All prices are quoted net of any network or application store fees. By providing payment account information to us, you represent that you are an authorized user of such payment account. For automatic payment Consumer Subscriptions, your account will be automatically charged monthly or annually, as applicable, at the rate and term applicable at the time of each automatic payment. The price of your Consumer Subscription may change over time, and your renewal will be charged at the rates then in effect for your Consumer Subscription. Unless the Services are cancelled by you or us as allowed by this Agreement, we will continue to charge the payment account you provided, or a substitute account provided by you or your card issuer. If a credit card is not provided for Services, it will be your responsibility to provide one at the time of expiration in order to continue Services. WE MAY RECEIVE UPDATED CREDIT CARD INFORMATION FROM YOUR ISSUER. Your credit card issuer may give you the right to opt out of the update service.

3.3. Payment. Payment for Services must be made in U.S. Dollars. Depending on the Consumer Subscription you choose, you will have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full in accordance with the Consumer Subscription you have selected. If you pay directly through the App, if your credit, bank or debit card provider refuses a charge or an automated withdrawal, we can also terminate or suspend your Services. If you pay directly through the App, if you object to any fees or charges for services billed by or through us, you must tell us in writing within 30 days after the fee or charge is incurred (unless the law does not allow a time limit or the law requires a longer period), OR YOU WILL AUTOMATICALLY WAIVE THE DISPUTE. You are responsible for paying directly to any Service

Providers all charges for services furnished by them that are not expressly covered by your Consumer Subscription (for example, emergency towing services).

3.4. Taxes and Other Fees. You agree that you are solely responsible for and will pay all taxes, fees, assessments, and surcharges set by any governmental entity and charged to you by us ("**Taxes**"). Taxes are not included in the price of your Consumer Subscription and are subject to change without notice. We or our Services Providers may also charge you for additional fees related to costs or expenses for compliance with government regulations, which may include but are not limited to, universal service charges, emergency services assessments or charges, and other charges related to government compliance costs.

4. CANCELLATION; REFUNDS.

4.1. User Cancellation. You may cancel your Consumer Subscription by calling your Servicing Dealer. You will be required to authenticate your identity in order to cancel your Consumer Subscription. IF YOUR MONITORED VEHICLE IS LOST, DESTROYED, STOLEN, OR TRANSFERRED, YOU MUST CANCEL YOUR CONSUMER SUBSCRIPTION IN ORDER TO AVOID BEING CHARGED CONSUMER SUBSCRIPTION RENEWAL FEES. UPON CANCELLATION, YOUR COMPANY SERVICES MAY NO LONGER BE AVAILABLE.

4.2. Refunds. If you cancel a pre-paid Consumer Subscription purchased directly through the App prior to its expiration or renewal date, you may be eligible for a pro-rated refund for the unused portion of your Consumer Subscription, depending on the terms of your particular Consumer Subscription. All cancellations shall be effective, for the purposes of refunds, at the end of the month in which proper a proper cancellation notice is received by Company.

4.3. Company Cancellation. Company reserves the right to cancel or suspend the Services or any Consumer Subscription at any time in its sole discretion. If your Consumer Subscription is canceled without cause, you will be eligible for a refund in accordance with Section 4.2 above. Company may cancel or suspend the Services or any Consumer Subscription, without prior notice, for caused based upon our sole discretion, including but not limited to: (i) you violate any provision of this Agreement and the Privacy Policy, (ii) you have tampered with, altered, disabled, or modified the TD or any equipment or software necessary to allow for proper functioning of the Services or the System, (iii) ownership of your Monitored Vehicle has been transferred to another person or entity, (iv) any payment is not made when due, (v) you interfere with or impair the operation of the Services, the System, or our business, or (vi) any telecommunications equipment associated with the Services or System is used for any improper purpose or in any illegal manner, in our sole discretion. In the event of a cancellation or suspension for cause as determined in our sole discretion, we will have no obligation to reinstate or restore the Services to you, even if you cure the condition giving rise to such cancellation or suspension.

5. SERVICES.

5.1. Account. In order to receive the Services, each user will have to register to establish a Company Services account (the "**Account**"). All information provided in connection with your Account must be truthful and accurate, you must maintain the accuracy of all information, and you may not use the Services in violation of any U.S. or other applicable law or regulation. You may not use the Services if you are located in a country subject to U.S. embargo or if you or any entity with which you are associated is a prohibited or restricted party under applicable export control laws or regulations. You agree to maintain your account password and credentials securely and to notify us immediately of any actual or suspected unauthorized use of your Account or breach of security. Any other person or entity authorized by you to access your Account or use the Services through your Consumer Subscription constitutes an "**Authorized User**." In addition to their own responsibility for their own actions, you are also responsible for the actions of each of your Authorized Users. Each Authorized User is automatically subject to all of the terms and conditions of this Agreement and the Privacy Policy. **YOU AGREE TO NOT SHARE YOUR ACCOUNT PASSWORD AND/OR USER CREDENTIALS WITH ANYONE.**

5.2. Access To and Use of Services and End User License. Subject to all terms and conditions of this Agreement and the Privacy Policy, Company grants you and any Authorized User a personal, non-transferable, non-exclusive, non-sublicensable license to use the Services for the term of your Consumer Subscription, and to use the TD, Software, Website, and App solely for the purpose of enabling Company to provide the Services consistent herewith. Such license shall immediately terminate upon expiration of your Consumer Subscription; expiration, termination, suspension, or cancellation of this Agreement; or breach of or failure to accept any provision of any component of this Agreement and the Privacy Policy. Company intends that the Services are only available for use in certain countries (each a "**Service Country**") and only supports their use in such Service Countries. In the event that you use or attempt to use the Services in a country other than a Service Country, some or all features of the Services may be unavailable or may not work as intended and, to the extent possible under applicable law,

Company accepts no liability or responsibility with respect to any use or attempt to use the Services outside in countries that are not Service Countries. Company makes no uptime guarantee for the Services and the Services may be temporarily unavailable without prior advance notice for a variety of reasons, including without limitation, maintenance, upkeep, upgrades, System failures, security purposes, and third-party service provider outages. You will not be eligible for any refund, rebate, or discount for any such periodic outage. You shall not modify, reverse engineer, decompile, or disassemble any portion of the System, Software, Website, App, TD. Furthermore, other than use of the Services in accordance herewith you may not disclose, sell, or otherwise exploit any data or information retrieved from the System or make any competitive use thereof.

5.3. Restrictions. The rights granted to you in this Agreement and the Privacy Policy are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, Software, or System; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, Software, or System; (iii) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Services, Website, App, or Software; (iv) except as expressly stated herein, no part of the Services, Software, or System may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to access the Services, Software, or System in order to build a similar or competitive service or product; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the System or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services, Software, or System by means other than through the interface(s) that is provided by us; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services, Software, or System. Any future release, update, or other addition to functionality of the Services shall be subject to this Agreement and the Privacy Policy.

5.4. Content. Certain materials may be displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, video, images, and illustrations) ("**Content**"). The Content also includes information that you and other users provide us in the course of using the Services (collectively, "**User Contributions**"), which we may use to provide, maintain and improve the Services. Some User Content may be visible to others. You may also post feedback, comments, questions, or other information to the Services, which shall also constitute User Contributions.

5.5. Service Modifications. Company reserves the right, at any time and with or without advance notice, to modify, suspend, or terminate the Services, or any part thereof in its sole discretion. You agree that neither Company, nor any third party, shall have any liability to you in the event of any such modification, suspension, or termination of Services.

5.6. Geolocation Information and Privacy. As noted previously, the Company System TD is active at the time of delivery of your Monitored Vehicle to you to facilitate various Services and you must contact your Servicing Dealer to disable or inactivate the TD and the services; otherwise the TD on your Monitored Vehicle will be transmitting its geolocation information and the status of certain onboard systems and equipment to Company and your Company dealer in order to provide the Services. Geolocation and onboard systems and equipment status information is vital to many of the features and functions provide by the Services, many of which will not operate if such information is not collected, retained, and shared with certain Service Providers, including but not limited to your Company dealer. By accepting delivery of your Monitored Vehicle without contacting us to deactivate the TD or the Company System, or by using any of the Services, you acknowledge that you have read, understood, and accept the Company Privacy Policy.

6. USAGE.

6.1. Company Intended Use of the System and Services. The System and Services are intended to be used for non-safety and non-time-critical services and information only. Despite Company's goal of high reliability and availability of the Services they are not intended to be available at all times and all locations and are therefore not intended for any navigational, safety or time-critical functions. You acknowledge and agree that Company shall not have any responsibility or liability for any damages allegedly caused by any outage or delay in the Services.

6.2. No Use of Services for Life-Safety or Critical Purposes. You understand, acknowledge, and agree that the Services, whether provided solely by Company or in conjunction with other Service Providers, are not intended for navigational, life-safety or critical uses and are not certified for emergency response and that Company makes no representation or warranty that the use of the Services will in any way impact or improve your safety or the safety of anyone one else accessing or using the Services. **YOU UNDERTSAND, ACKNOWLEDGE, AND AGREE THAT THE SERVICES, WHETHER PROVIDED SOLELY BY COMPANY OR IN CONJUNCTION WITH OTHER SERVICE PROVIDERS, IS NOT A MONITORED EMERGENCY NOTIFICATION SYSTEM, SHOULD NOT BE RELIED UPON TO NOTIFY ANYONE OF AN**

EMERGENCY, AND THAT COMPANY WILL NOT DISPATCH ANY EMERGENCY SERVICES UNDER ANY CIRCUMSTANCES. Any emergency services requests should be directed to the appropriate authority (local 911 system, U.S. Coast Guard, or other appropriate emergency response organization).

6.3. Content Representations. You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, or that you contribute in any manner to the Services. Posting of offensive, sexually explicit, profane, or otherwise inappropriate, as determined by Company in its sole discretion, Content or posting Content with the intent to demean, harass, threaten, or otherwise negatively impact another person is expressly prohibited and is grounds for suspension or termination of your Consumer Subscription and use of the Services. With respect to Content posted by you using the Services, you represent and warrant that you have all rights necessary to do so, in the manner in which you contribute it; and you grant to Company an irrevocable, perpetual, worldwide, royalty-free, assignable, sublicenseable, transferrable license to use, modify, transfer, distribute, create derivative works from, reproduce, display, perform, or otherwise utilize such Content and any and all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all, in its sole and absolute discretion.

7. SERVICE LIMITATIONS.

7.1. Company Service Providers. Company utilizes the service of third-parties to provide the necessary products, services, and equipment to provide the System and Services which are beyond the control of Company, and which may affect the availability, operation, or control of the System or the Services. You acknowledge, understand, and agree that Company, its Servicing Dealer(s) and original equipment manufacturers (“OEM”) who install the product(s) on your Monitored Vehicle, have no liability or responsibility for any claims, damages, or liability arising from or related to any unavailability, unreliability, or lack of performance of the System or the Services related in any manner to the performance of any third party product, service, or equipment provider.

7.2. GPS and Cellular Service Limitations. The System receives signals from the Global Positioning Satellite (“GPS”) system and transmits signals to, and receives signals from, a Company or a third-party Customer Service Center (“CSC”). Services are provided either by a Company CSC or an independent CSC which Company selects. You understand that the System uses cellular telephone technology as the transmission mode for sending signals to the CSC. Services are available only within the Service Countries and only when the System is within the operating range of the wireless carrier. Consumer Subscription Services may be temporarily refused, interrupted, curtailed, limited or discontinued, without liability to Company or the wireless carrier, due to many conditions, including: (i) wireless transmission capacity limitations and cellular telephone network capacity limitations, (ii) atmospheric, terrain and geographic conditions, (iii) other natural or artificial environment conditions beyond Company’s control, (iv) limitations of the electrical system design and architecture of the System, (v) the condition of the System (for example, the System will not function if its power supply is not available as when, for example, the TD is not connected to a live power source, or if essential System components are damaged (accidentally or otherwise)), (vi) government regulations or limitations, (vii) restrictions by the wireless carrier (for example, wireless carrier equipment limitations and inter-carrier roaming agreements), (viii) usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities for the cellular telephone network, (ix) Company’s efforts to combat fraudulent use, and (x) other legitimate business and operational reasons. The GPS system requires a line of site view of a certain minimum number of GPS satellites and the Global positioning capabilities used for some location-based services are not available if satellite signals are obstructed. You understand that the System’s usage of the GPS system and the cellular telephone network are fundamental to Company’s ability to provide the Services. You understand that due to the very nature of cellular telephone, network and GPS technologies, there will be times when the System is unable to secure, maintain, or transmit signals, or that the information transmitted is not reliable, and thus, Company will be unable to receive such signals. You also understand that Company does not receive signals when the transmission mode is or becomes non-operational and that signals from the System cannot be received by Company when the System is damaged, does not have an adequate power source, or is otherwise non-operational. Accordingly, you agree that Company shall not, in any way, be liable for, or have responsibility with respect to, the GPS system, the cellular telephone network, any of the information obtained therefrom, or for interruptions in service. You further acknowledge and agree that Company shall not have any liability for the interruption of Services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency interference, or other conditions beyond Company control. You acknowledge and agree that the use of radio

frequencies and cellular devices are strictly controlled and limited by the Federal Communications Commission (“FCC”) and other governmental authorities which from time to time have jurisdiction and that changes in rules, regulations and policies may necessitate discontinuing such transmission devices by Company or the wireless carrier at Company’s or the wireless carrier’s option.

7.3. Navigation and Third-Party Maps. The System relies on third-party Service Provider generated maps in addition to the GPS system and wireless carrier to provide location services. Company makes no representation or warranty with respect to the accuracy or completeness of any third-party maps, or any location data based wholly or in-part thereon, and disclaims any liability arising therefrom. The System and Services are not intended to be used for vehicle navigation or directions and disclaims all liability if used therefor.

7.4. Wireless Carrier. Company and/or its designated Service Providers have contracted with, and will contract from time to time with, one or more wireless carriers (individually and collectively, “*Wireless Carrier*”) to provide wireless data transmission service (“*Wireless Service*”) for the Services over a cellular telephone network. You acknowledge and agree that you have no contractual relationship with the Wireless Carrier, and you is not a third-party beneficiary of any agreement with the Wireless Carrier. You understand and agree that the Wireless Carrier shall have no legal, equitable or other liability of any kind to you, and you hereby waive any and all such claims or demands. You acknowledge and agree that Service may be temporarily suspended or permanently terminated upon little or no notice in the event that the agreement with the Wireless Carrier is terminated. You waive any and all claims against the Wireless Carrier for such suspension or termination and waive any and all claims against Company for such suspension or termination provided a replacement Wireless Carrier is secured which results in a reasonable delay or suspension in Service as outlined in this Agreement. You understand that the Wireless Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Wireless Service in connection with the System or the Services.

7.5. Disclaimer & Limitation of Liability Related to PSAP or 911 Service and Any Third-Party CSC. As noted in Section 6.2, the System and Services are not intended for navigational, life-safety or critical uses, including but not limited to communications to emergency responders. In no event shall Company be liable for losses, damages, or claims arising out of your use or attempted use of a public service answering point (“PSAP”) or 911 services or for your inability to access PSAP or 911 services.

8. INTELLECTUAL PROPERTY AND OWNERSHIP

8.1. Company Intellectual Property. You acknowledge that, as between you and Company, Company and its licensors owns all right, title, and interest, including all intellectual property rights, in and to the Company IP. “*Company IP*” includes the Software, Website, App, Services, System and any and all intellectual property used in or appearing on the System and data and content on the System, to you in connection with the foregoing. Company IP includes, without limitation, all data, except your personal information and User Contributions, that is collected, stored, or used on the System, including all information transmitted, collected, or stored by the TD and all of the following and derivatives thereof found on the System or used to provide the Service: ontology, taxonomy, attributes, attribute definitions and rules, augmented data derived from any data, algorithms and data created from algorithms, artificial intelligence, and outcomes from the application of artificial intelligence. Furthermore, all information provided by you, including but not limited to, user feedback, suggestions, improvements, additional features or functions, identification of bugs or malfunctions or potential fixes therefore, in any way relating to the TD, System, Software, App, Website, or Services shall be sole and exclusive Company IP. Company also owns all data, content and System usage data related to your use of Company’s System. Pursuant to the Company Privacy Policy, geolocation data linked to your identity constitutes Personally Identifiable Information (as defined therein) and does not belong to Company; however, to the extent that such information is anonymized, de-identified, and/or aggregated such that it is no longer linked to your identity and, therefore, no longer Personally Identifiable Information, it shall be considered Company IP.

8.2. Your Personally Identifiable Information. Pursuant to the terms of the Company’s Privacy Policy your Personally Identifiable Information (as defined therein) belongs to you. You hereby grant Company a limited license to collect, store, use, and share your Personally Identifiable Information with Service Providers and other third-parties as necessary or helpful to provide the Services, operate the System, and as otherwise disclosed in the Company Privacy Policy.

9. WARRANTY DISCLIAMERS

9.1. YOUR MONITORED VEHICLE’S LIMITED WARRANTY DOES NOT COVER THE COMPANY SERVICES, THE SYSTEM, THE SOFTWARE, THE WEBSITE, THE APP, THE TD OR THE WIRELESS CONNECTION, WHICH IS PROVIDED TO YOU ON AN “AS IS” AND “WHERE IS” BASIS, WITHOUT ANY WARRANTY OF ANY

KIND, EXPRESS OR IMPLIED. IN ADDITION, COMPANY, YOUR SERVICING DEALER, AND THE OEM CANNOT PROMISE UNINTERRUPTED OR PROBLEM-FREE SERVICE OF THE SYSTEM AND CANNOT PROMISE THAT THE DATA OR INFORMATION PROVIDED TO YOU WILL BE ERROR-FREE. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. COMPANY, YOUR SERVICING DEALER, AND THE OEM HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPANY SYSTEM, THE COMPANY SERVICES AND ANY DATA AND INFORMATION AND SERVICES PROVIDED THROUGH IT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY STATEMENTS BY ANY PARTY REGARDING THE CAPABILITIES, FUNCTIONS, OR FEATURES OF THE SYSTEM. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT. THE UNDERLYING WIRELESS CARRIER DOES NOT WARRANT THAT END USERS CAN OR WILL BE LOCATED USING THE SERVICE. YOU ASSUME ALL RISKS ASSOCIATED IN ANY WAY WITH YOUR USE OF THE SYSTEM OR SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9.2. YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ANY OTHER PARTY HAS MADE ANY REPRESENTATIONS OR WARRANTIES, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR SERVICES. YOU ACKNOWLEDGE THAT NO AFFIRMATION OF FACT OR STATEMENT (WHETHER WRITTEN OR ORAL) MADE BY COMPANY, ITS REPRESENTATIVES, OR ANY OTHER PARTY OUTSIDE OF THIS AGREEMENT WITH RESPECT TO THE SYSTEM OR SERVICES SHALL BE DEEMED TO CREATE ANY EXPRESS OR IMPLIED WARRANTY ON THE PART OF COMPANY OR ITS REPRESENTATIVES.

9.3. COMPANY AND ITS SUPPLIERS OR SERVICE PROVIDERS MAKE NO WARRANTY THE ANY BUGS, DEFECTS, OR ISSUES WITH THE SYSTEM OR SERVICES WILL BE CORRECTED OR THAT THE SYSTEM OR SERVICES WILL BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE.

9.4. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO AND IS NOT RESPONSIBLE OR LIABLE FOR ANY SERVICE OR PRODUCT OFFERED BY ANY THIRD-PARTY THROUGH THE SERVICES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

9.5. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY CONTENT OR USER SUBMISSIONS ACCESSED THROUGH THE SYSTEM OR SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF CONTENT OR USER SUBMISSIONS CONTAINED IN OR ACCESSED THROUGH THE SERVICES.

10. INSURANCE; WAIVER OF SUBROGATION. NEITHER THE SYSTEM NOR THE SERVICES CONSTITUTE AN OFFER OF OR PROVIDE ANY FORM OF INSURANCE FOR RELATING IN ANY MANNER TO THE SYSTEM OR THE SERVICES. Company recommends that you should protect against losses, claims, and liability that might arise during the operation of your Monitored Vehicle and/or use of the System or Services with appropriate coverage limitations and other conditions and you are responsible for obtaining such insurance coverage at your own expense. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE AND WAIVE SUBROGATION WITH RESPECT TO COMPANY AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS FROM ALL LIABILITY FOR ANY LOSS, OCCURRENCE, EVENT OR CONDITION COVERED BY ANY APPLICABLE POLICY OR CONTRACT OF INSURANCE.

11. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, LOST PROFITS, AND EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SYSTEM OR SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF DATA, INCORRECT OR CORRUPTED DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES, DOWNTIME COST, OR CLAIMS OF YOU FOR SUCH DAMAGES, EVEN IF COMPANY KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AND THE

TOTAL LIABILITY OF COMPANY AND/OR ANY SUPPLIER OF SERVICES TO COMPANY ARISING FROM OR RELATED TO THIS AGREEMENT IN ANY WAY, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF THE SYSTEM OR DISRUPTION OF THE SERVICES, SHALL BE LIMITED TO PAYMENT BY COMPANY OF DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE DIRECTLY PAID COMPANY FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY SUCH CLAIM. Some states may not allow limitations of special, incidental, consequential, or exemplary damages, and the limitations specified herein may not apply to you.

12. INDEMNIFICATION.

12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD COMPANY AND ITS LICENSORS, SUPPLIERS, SERVICES PROVIDERS, SERVICING DEALERS AND OEMs, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY THE “**COMPANY PARTIES**”) HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST ANY OF THE COMPANY PARTIES ARISING FROM OR RELATING TO (A) YOUR USE AND YOUR AUTHORIZED USERS’ USE OF THE SERVICES, (B) YOUR VIOLATION AND YOUR AUTHORIZED USERS’ VIOLATION OF THESE TERMS OR ANY PROVISION OF THE PRIVACY POLICY, (C) ANY USER SUBMISSIONS OR FEEDBACK YOU PROVIDE; OR (D) YOUR VIOLATION AND YOUR AUTHORIZED USERS’ VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD-PARTY (COLLECTIVELY “**THIRD PARTY ACTIONS**”); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF THE COMPANY PARTIES’ REASONABLE ATTORNEYS’ FEES AND COSTS) INCURRED BY ANY OF THE COMPANY PARTIES, ASSESSED OR FOUND AGAINST ANY OF THE COMPANY PARTIES, OR MADE BY ANY OF THE MATERCRAFT PARTIES, RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION (“**RELATED LOSSES**”).

12.2. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT YOUR INDEMNIFICATION OBLIGATION TO THE COMPANY PARTIES APPLIES EVEN IF SUCH THIRD-PARTY ACTION AND ANY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, OR OTHER FAULT OR WRONGDOING OF ANY OF THE COMPANY PARTIES. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. YOUR INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OF THE COMPANY PARTIES, OR THE GROSS NEGLIGENCE OF THE COMPANY PARTIES IN THOSE STATES THAT DO NOT PERMIT INDEMNIFICATION FOR GROSS NEGLIGENCE. “THIRD PARTY” IS DEFINED HEREIN TO INCLUDE, AMONG OTHERS, AN AUTHORIZED USER, OR OTHER USER OF THE SERVICES, INCLUDING WITHOUT LIMITATION, A SPOUSE, PARTNER, FAMILY MEMBER, PASSENGER, GUEST, NEIGHBOR, TENANT, EMPLOYEE OR INSURANCE COMPANY. Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify it, and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Company’s prior written consent in its sole discretion. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

13. GOVERNING LAW; ARBITRATION; CLASS-ACTION WAIVER.

13.1. Governing Law. To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Tennessee without regard to its conflict of law principles.

13.2. Dispute Resolution and Mandatory Arbitration. THIS SECTION INCLUDES AN AGREEMENT FOR MANDATORY ARBITRATION, WHICH MEANS THAT YOU (AS DEFINED IN THIS AGREEMENT) AND COMPANY AGREE TO SUMIT ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE PRIVACY POLICY, OR IN ANY WAY RELATED TO THE SYSTEM OR SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THIS SECTION 13.2 ALSO INCLUDES A MANDATORY CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

13.2.1. YOU AND COMPANY BOTH AGREE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, TO USE BINDING ARBITRATION (except for individual claims resolvable in small claims court) TO RESOLVE ANY

DISPUTE ARISING UNDER, RELATING TO THIS AGREEMENT, THE PRIVACY POLICY, OR IN ANY WAY RELATED TO THE SYSTEM OR SERVICES. The arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with the provisions of its commercial arbitration rules and any supplementary procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions, which are available at www.adr.org. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising from or relating to these Terms, including without limitation any claim relating to its enforceability, performance, or breach. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms, including but not limited to any disclaimers or limitations of liability. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. This dispute resolution provision will be governed by the Federal Arbitration Act.

13.2.2. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU AND COMPANY WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS. YOU MAY NOT EITHER JOINE A CLAIM WITH THE LCAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY ARBITRATION, LAWSUIT, OR OTHER LEGAL OR REGULATORY PROCEEDING.

13.2.3. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS’ FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

14. **TERM.** This Agreement and the Privacy Policy shall become effective on the date that you first accept this Agreement in accordance with Section 1.3 hereof and continue for so long as you utilize any of the Services, access the System or Website, or have the App installed, unless terminated sooner by Company in accordance with any provision hereof. Upon expiration or termination hereof, the rights and licenses granted to you pursuant to this Agreement or any of the Privacy Policy shall terminate and you must stop all use of the System, Services, Software, Website, or App. Any provision hereof which, by their nature, survive termination shall survive any termination hereof.

15. MISCELLANEOUS.

15.1. Assignment. Company may assign its rights and responsibilities under this Agreement or the Privacy Policy without prior notice to you and upon such assignment, Company shall be released from all liability with respect thereto. You may not delegate, assign, or sublicense any or all of your duties or rights hereunder and any attempt at any such delegation or assignment shall be null and void.

15.2. Notices. Except as specifically provided in this Agreement, all notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier service, first class mail postage prepaid, at the Company’s mailing address set forth in Section 1.6 hereof for notices to Company and at the address provided by you in your account profile for notices to you, or at such other address(es) as shall be specified in writing by such party to the other party in accordance with the terms and conditions of this Section. All notices shall be deemed effective upon personal delivery, or one business day following deposit with any overnight courier service, or three business days following deposit with the U.S. Postal System, first class postage attached, in accordance with this Section.

15.3. Severance. The invalidity, in whole or in part, of any term or condition hereof shall not affect the validity of the remainder hereof.

15.4. Waiver. The failure of Company to enforce at any time any of the terms and conditions hereof shall not constitute or be construed to be a waiver of such terms and conditions or of the right of Company thereafter to enforce any such terms and conditions.

15.5. No Third-Party Beneficiaries. Your rights hereunder hereof are strictly for your benefit and not for any third-party beneficiary.

15.6. Modifications. Company reserves the right to make changes to this Agreement or the Privacy Policy at any time without advance notice. Any changes we make to this Agreement or the Privacy Policy will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Website, via email or through the App. Your access to the System or use of the Services, Software, Website, or App after such notice will be deemed acceptance of such changes.

15.7. Entire Agreement. This Agreement and the Privacy Policy, available at [HERE](#) set out the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us. However, if you are an employee or agent of an entity that has entered into an Organization Subscription Services Agreement (“SSA”) with Company, the SSA shall govern with respect to any contrary or conflicting terms.

15.8. Headings. Any heading, caption or section title contained in this Agreement or the Privacy Policy is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.