

TERMS AND CONDITIONS (THE “TERMS”)

The Subscription Service Agreement and Terms of Purchase (“Agreement”) is made and entered into immediately upon acceptance of its terms and conditions by you, or immediately upon your use of Services, as defined herein, and is between you, Company and Distributor/Reseller (as defined within this Agreement).

This Agreement contains the terms and conditions which apply to the GPS product(s) and services you have purchased from Company and Distributor/Reseller (collectively the “Product” or “Products”) and upon which Company and Distributor/Reseller will provide or has provided to you the Services, as defined below, respecting such Products. You agree this Agreement governs any dispute related to the Products or Services even if such dispute arose prior to this Agreement.

1. **COMPANY** – Company is used through this Agreement, means corporation, whose offices are located at Azuga, Inc., 2570 North 1st Street, #200, San Jose, California 95131. Primarily responsible to provide all the hardware and software for resale thru its channel of authorized Distributors/Resellers
2. **DISTRIBUTOR/RESELLER** – Distributor/Reseller as used throughout this Agreement means all Distributors/Resellers that have executed a Reseller Agreement with Company. Primarily responsible to offer, sell and service Company provided hardware and software.

Section 1. LICENSE

1. “Product” or “Products” shall mean Company and Distributor/Reseller’s and use of the Product does and will not void or in proprietary products and services set out on the any other manner affect any manufacturer or other order form incorporating these

Terms, which applicable vehicle warranty. products and services may include COMPANY AND DISTRIBUTOR/RESELLER G2.

2. Customer acknowledges and agrees that it is Company and Distributor/Reseller Fleet, Company and Distributor/Reseller Elogs, Add-on packages and Customer’s responsibility to secure and maintain all related support documentation whether in all necessary and advisable insurance coverages electronic or other medium or format related to the use of this Product. Customer shall comply with this agreement and not hold Company and Distributor/Reseller responsible for any claims due to Terms, Company and Distributor/Reseller grants Customer non-exclusive, non-injury, loss or damage whatsoever or howsoever transferable, limited, revocable license, without the caused. right to assign or sublicense, to use the Products

3. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED. Customer understands that Company and Distributor/Reseller may make TO CUSTOMER BY COMPANY AND DISTRIBUTOR/RESELLER IN THIS AGREEMENT, upgrades to Product models, designs, parts and ALL PRODUCTS ARE PROVIDED “AS IS” AND accessories from time to time and may, in its sole EXCLUSIVE OF ANY EXPRESSED OR IMPLIED reasonable discretion, replace Customer’s existing WARRANTY, INCLUDING, WITHOUT LIMITATION, Products with such new Products. Company and Distributor/Reseller’s Lifetime ALL WARRANTIES OF MERCHANTABILITY, FITNESS Hardware Warranty applies to Products deemed to FOR PARTICULAR PURPOSE, NON-INFRINGEMENT be within a certain design specification and within OF THIRD PARTY RIGHTS OR OTHERWISE, a family of products by Company and Distributor/Reseller and shall not be WHICH ARE EXPRESSLY DISCLAIMED BY COMPANY AND DISTRIBUTOR/RESELLER. unilaterally be construed to be ‘any product, under Customer understands and acknowledges that, any conditions, at any time’. Such Product

upgrades except where otherwise provided by law, the or transitions to new product line(s) may involve a implied warranties of merchantability and fitness reasonable charge to Customer; if Company and Distributor/Reseller intends to for a particular purpose and all other warranties charge for any such Product upgrade or transition, expressed or implied are excluded by Company and Distributor/Reseller from it shall deliver advance written notice to Customer this transaction and shall not apply to the Products, outlining the timing and amount of such requested that Company and Distributor/Reseller makes no warranties whatsoever charge, and within thirty (30) days of its receipt of regarding the Products and that Company and Distributor/Reseller disclaims such written notice Customer may either agree and excludes from this transaction all warranty to pay such charge or terminate the Agreement, obligations which exceed or exist over and above without liability for early termination charges of any the legal warranties required by applicable state law. kind.

4. In the event of the termination of this Agreement. Customer has: (i) examined the Product and found for any reason, Customer shall immediately cease it suitable for Customer's needs; (ii) relied solely all use of the Product and return all portions of the upon Customer's own judgment and inspection Product at Customer's expense (unless otherwise in determining that the Product is of acceptable agreed). All services provided by Company and Distributor/Reseller through quality and fitness for purpose; (iii) satisfied itself the Product shall immediately terminate. Termination or expiration shall not relieve Customer from any liability arising from any breach of this agreement.

Section 2. WEBSITE USE AGREEMENT

1. "Services" shall mean vehicle tracking and monitoring (in conjunction with use of Products) and other services provided by Company and

Distributor/Reseller via the Website (defined below) for use by Customer in accordance with this Agreement from time to time.

2. "Website" shall mean:

<https://login.smartfleetusa.com/>.

Company and Distributor/Reseller.com

3. Company and Distributor/Reseller will provide Customer with non-exclusive, non-transferable, limited, revocable access to the Services and the Website via a telecommunications network (i.e. "Internet" access) for Customer's use solely in conjunction with Customer's use of the Products pursuant to this agreement. By accessing, viewing or otherwise using the Website, Customer acknowledges reading, understanding and agreeing with all of the provisions of this Agreement.

4. Customer shall bear full responsibility for the provision and maintenance of all required software and equipment (including portable or mobile devices, if applicable) and Internet connectivity at its location(s) and shall comply with all reasonable requests by Company and Distributor/Reseller to provide access to such information, materials, personnel and equipment as Company and Distributor/Reseller may deem necessary or advisable.

5. The information contained on the Website, including all images, designs, photographs, writings, data, information and other materials ("Materials") are the property of Company and Distributor/Reseller or its authorized licensors, sponsored parties and/or content providers and are protected by copyrights, trademarks, trade secrets and other proprietary rights. Customer is granted permission to display, copy, distribute, download and print portions of the Website solely for the purposes of using the Services and other authorized uses described in this Agreement. All copyright laws worldwide apply to use of

the Website and unauthorized use and/or copying of the Materials is strictly prohibited. Except as may be provided in this Agreement, Company and Distributor/Reseller does not grant any express or implied right in or under any patents, trademarks, copyrights, or trade secret information whatsoever.

6. Except as set forth in this Agreement, Customer agrees: (i) not to alter, copy, modify, or re-transmit the Materials; (ii) not to lease, license, rent or sell the Materials or the right to use and access the Website and/or the Services; (iii) not to remove, obscure, or alter any text or proprietary notices on the Website or contained in the Materials; (iv) not to copy or imitate part or all of the design, layout or look-and- feel of the Website or the Materials all of which are protected by intellectual property rights; and (v) that certain Services and Materials may be available only upon Customer having paid an additional subscription fee.

7. Customer expressly acknowledges and agrees that use of the Website and hyperlinks on the Website (if any) are at Customer's sole risk and that neither Company and Distributor/Reseller, its affiliates, nor their respective officers, managers, directors, agents, employees, contractors or subcontractors warrant: (i) that the Website will be uninterrupted, error-free, free of software viruses or other harmful computer code, files or programs; (ii) that the Materials or other data or information obtained from use of the Website, are accurate, complete, secure, current or free of errors, omissions, inaccuracies or outdated information; and/or (iii) the reliability of any statement or other information displayed or distributed through the Website. Company and Distributor/Reseller reserves the right, in its sole discretion, to correct any such errors or omissions and to make any other changes to the Website, the Materials, the Products and to the programs, services or prices (if any) described on the Website from time to time at any time with or without notice.

8. Customer warrants that it is author and sole owner of the intellectual property rights to any

confidential, secret or proprietary information or other material, information or opinions uploaded to the Website or otherwise submitted to Company and Distributor/Reseller (collectively, "Content"). Customer acknowledges that Company and Distributor/Reseller does not pre-screen, monitor, review or edit Content and is not responsible for nor assumes any liability for inaccuracy or incompleteness or any other defect or deficiency related to any such Content.

9. Customer agrees not to use the Products, Website, Materials and Services to: (i) share or encourage or permit others to share any Content that is unlawful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, pornographic, lewd, profane, invasive of another's privacy, hateful, racially, ethnically, or otherwise objectionable, or that Customer does not have a right to share under any law or contractual or fiduciary relationship or that infringes any intellectual property right or other proprietary right of any party, or that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (ii) stalk, intimidate, and/or harass another or incite others to commit violence; (iii) impersonate any person or entity or falsely states or otherwise misrepresents any affiliation with a person or entity, including use of the Services or Materials to mislead anyone into believing that they are interacting directly with Company and Distributor/Reseller or any of the Services; (iv) engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise); (v) use any Company and Distributor/Reseller domain name as a pseudonymous return email address; (vi) access or use the Website or the Services in any manner that could damage, disable, overburden or impair any Company and Distributor/Reseller server or networks connected to any Company and Distributor/Reseller server; (vii) intentionally or unintentionally interfere with or disrupt the Website or the Services or violate any laws related to the access to or use of the Website or the Services, violate any requirements, procedures, policies, or regulations of networks connected to the Website

or the Services, or engage in any activity prohibited hereby; (viii) disrupt or interfere with the security of, or otherwise cause harm to, or inhibit any other user from using, the Products, Website, Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked sites; (ix) access or attempt to access any Material that Customer is not authorized to access or through any means not intentionally made available thereto; (x) market or promote any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Company and Distributor/Reseller; (xi) use any data mining, robots or similar data gathering and extraction methods in connection with the Products, Website, Services or Materials; (xii) defraud, defame or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or (xiii) collect or store data about other users.

10. Company and Distributor/Reseller will store Customer-transmitted information on its servers for a period of (365) days during which Customer may access the information and generate reports in connection therewith so long as Customer is not in default of this Agreement.

11. Company and Distributor/Reseller uses reasonable efforts to make the Services available 24 hours a day, 7 days a week. However, there will be occasions when the Website and/or the Services will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond its control. To the extent it is within its reasonable control, Company and Distributor/Reseller may, in its sole discretion, take reasonable steps to minimize such disruption but shall not be liable for its inability to prevent any such disruption or restore the Services to Customer or anyone else.

12. Company and Distributor/Reseller and its affiliates, partners and licensors provide certain features or services that rely upon automotive sensor and GPS location to provide such features or services, where available. Company and Distributor/Reseller and its affiliates, partners and licensors may collect, use, transmit, process and

maintain Customer information and Customer agrees that Company and Distributor/Reseller may use and provide to its affiliates, partners, and licensors any aggregated information, including, but not limited to location coordinates of any Company and Distributor/Reseller device, sensor data and the time stamp when the information was received, for its bona fide business purposes so long as such aggregated information does not disclose any personally identifiable information of the Customer.

13. THE WEBSITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THE WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. COMPANY AND DISTRIBUTOR/RESELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE CONTENT, INFORMATION OR MATERIALS ON THE WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY AND DISTRIBUTOR/RESELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THE WEBSITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES PROVIDED, OFFERED, SOLD, OR DISPLAYED ON THE WEBSITE OR USE OF THE WEBSITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

14. CUSTOMER AGREES THAT COMPANY AND DISTRIBUTOR/RESELLER AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF THE MATERIALS, CONTENT AND INFORMATION ON

THE WEBSITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES SHALL COMPANY AND DISTRIBUTOR/RESELLER OR ANY OF ITS PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT OR INFORMATION ON THE WEBSITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD OR DISPLAYED ON THE WEBSITE, OR THE USE OF, OR INABILITY TO USE, THE WEBSITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER COMPANY AND DISTRIBUTOR/RESELLER OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH AS SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. 15. COMPANY AND DISTRIBUTOR/RESELLER WILL NOT BE LIABLE FOR ANY LOSS THAT CUSTOMER MAY INCUR AS A RESULT OF THE UNAUTHORIZED USE OF CUSTOMER'S PASSWORD, ACCOUNT OR ACCOUNT INFORMATION WITH OR WITHOUT CUSTOMER'S KNOWLEDGE.

Section 3. SUBSCRIPTION TERMS

1. Certain Services require the purchase of a subscription in order to access all or part of such services for the period of time set out on the order form for the Services (each, a "Subscription Term"). Except if otherwise stated in the applicable order form, subscription fees are non-refundable and may change at the end of a Subscription Term. All taxes levied in connection with use of the Services, as well

as any credit card company or other bank fees whatsoever imposed in connection with payment subscription fees, are the sole responsibility of and are payable by Customer. All monetary amounts referenced in or in connection with this Agreement shall be in United States currency ("USD").

2. Customer agrees that, in the event Company and Distributor/Reseller is unable to collect subscription fees owed by Customer to Company and Distributor/Reseller for the Services, Company and Distributor/Reseller may take the steps it deems necessary to collect such subscription fees and that Customer will be responsible for all costs and expenses incurred by Company and Distributor/Reseller in connection with such collection activity, including reasonable attorneys' fees.

3. Customer shall ensure that its account information is and will always be complete, accurate and up-to-date. Customer should ensure that their account password or log-in credentials are kept confidential at all times and is solely responsible to Company and Distributor/Reseller for all activity that occurs via its account. If Customer becomes aware of any unauthorized use of its account or account information, or any other breach of security, it agrees to immediately notify Company and Distributor/Reseller and Company and Distributor/Reseller, in its sole discretion, may require changes to Customer's account information at any time for any reason

4. Customer agrees not to access or attempt to access the Website or use the Services by any means other than the interface provided by Company and Distributor/Reseller or circumvent any access or use restrictions put into place to prevent certain uses of the Products, Website, Materials and Services.

5. Contract length and Early Termination Fees (ETF): For Company and Distributor/Reseller Fleet product(s): In the event this Agreement is terminated prior to the expiration of a Subscription Term either: (i) for Customer's convenience or (ii) due to Customer's material breach of this Agreement, Customer shall pay Company and Distributor/Reseller an

early termination fee ("ETF") If contact is terminated prior to the end of the Termination Period Customer is responsible for the balance of the contract period. **Should the customer want to terminate service at the end of their contract, the customer must notify Distributor/Reseller 60 days prior to the contracts end date.** Agreement is terminated prior to the expiration of a Subscription Term either: (i) for Customer's convenience or (ii) due to Customer's material breach of this Agreement, **Customer shall pay Company and Distributor/Reseller an ETF of the monthly subscription fee x number of months remaining on the Subscription Term.**

6. For Company and Distributor/Reseller Dashcam Enterprise product. In the event this Agreement is terminated prior to the expiration of a Subscription Term either: (i) for Customer's convenience or (ii) due to Customer's material breach of this Agreement, Customer shall pay Company and Distributor/Reseller an ETF of the monthly subscription fee x number of months remaining on the Subscription Term.

7. The parties intend that any ETF constitutes compensation, and not a penalty, for economic loss associated with providing new devices, lifetime warranties, shipping expenses, and carrier network charges, but are not intended as estimated damages or compensation for or to otherwise cover other losses resulting from a material breach of these terms, including, without limitation, losses associated with intellectual property infringement. The parties acknowledge and agree that such harm caused by such an early termination would be impossible or very difficult to accurately estimate as of the effective date of these terms, and that the ETF is a reasonable estimate of the anticipated or actual harm that might arise from an early termination as it relates to recouping losses associated with providing new devices, lifetime warranties, shipping expenses, and carrier network charges.

8. **Contract Renewal: Each Subscription Term will automatically on an annual basis** unless either party provides notice of intent not to renew in writing prior to 60 days before the end of the then current Subscription Term. For example, a customer that signs up on Jan 1 2019 for a 2 year period will be automatically renewed for 1 year on

Jan 1 2021.

9. **Late Fees:** Interest at the rate of one and one-half percent (1 1/2%) per month (or the highest rate permitted by law, if such rate exceeds the highest rate permitted by law) to compensate Company and Distributor/Reseller for the extra administrative expenses incurred by it.

10. **Data overage fees:** For Company and Distributor/Reseller Elogs product(s) and Company and Distributor/Reseller Dashcam, any overages will be the responsibility of the customer and will be billed accordingly on a monthly basis.

Section 4. GENERAL TERMS

1. Customer agrees to be bound by any affirmation, assent, or agreement transmitted through the Website, including but not limited to any consent given to receive communications from Company and Distributor/Reseller solely through electronic transmission, and agrees that by clicking on an "I Agree", "I Consent" or other similarly-worded button or entry field by mouse, keystroke or other computer device, such agreement or consent will be legally binding and enforceable and the legal equivalent of a handwritten signature delivered by or on behalf of Customer. Customer may not use the Products, Website, Materials, Services or any one of more of them if otherwise prohibited by law or if Customer is not fully able and competent or otherwise lacks the capacity to enter into this Agreement. Customer affirms that it has the capacity and legal authority to enter into this Agreement and that the individual executing and delivering this Agreement on behalf of Customer is duly authorized to do so and to bind Customer hereto.

2. All right, title, interest and ownership whatsoever in and to the Products, Website, Materials and Services, including improvements, modifications and enhancements thereto, in all languages, formats and media throughout the world, are and will continue to be the exclusive property of Company and Distributor/Reseller and/or its licensors and nothing herein shall be

construed to confer any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to Customer or any third party. All trademarks relative to the Products, Website, Materials and Services are the property of Company and Distributor/Reseller or other rights holders and may not be used without the prior consent of Company and Distributor/Reseller or the rights holder. "Company and Distributor/Reseller", "DataLogger", "G2" and all derivations and logos thereof, respectively, are trademarks of Company and Distributor/Reseller.

3. Customer shall not: (i) modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Products, Website, Materials and/or Services to human perceivable form, or attempt to discover the underlying algorithms or techniques except to the extent that such activities may not be prohibited by law; (ii) copy or create derivative works of the Products, Website, Materials and Services, respectively; (iii) distribute or otherwise permit or facilitate the use of the Products, Website, Materials and Services by or on behalf of any third party; or (iv) without the express written consent of Company and Distributor/Reseller, disclose or divulge to any third party confidential access codes and other information provided to Customer solely for Customer's own use of the Products, Website, Materials and Services.

4. Customer is solely responsible for payment of any and all third-party fees required to use the Product and to access the Website (such as telephone toll charges, mobile carrier fees, ISP, data plan, etc.). Further, Customer assumes responsibility for and agrees to pay any and all taxes of any kind whatsoever charged, levied and/or payable, now or in the future, in connection with the use of the Product, Website, Materials and Services hereunder.

5. Customer agrees that Company and Distributor/Reseller may modify or discontinue, temporarily or permanently, the Products, Website, Materials or the Services, or any portion thereof, with or without notice. Company and Distributor/Reseller may automatically download and install updates designed to improve, enhance and further develop the Products, Website,

Materials or Services and may take the form of bug fixes, enhanced functions, modified or new software modules or completely new versions. Customer agrees to receive such updates and permits Company and Distributor/Reseller to deliver these with or without notice as part of this Agreement.

6. Although Company and Distributor/Reseller does not generally monitor Customer activity in connection with the Services, if Company and Distributor/Reseller becomes aware of any possible violations of any provision of this Agreement, Company and Distributor/Reseller reserves the right to investigate such violations, and Company and Distributor/Reseller may, at its sole discretion, take any such action as it may deem necessary or advisable under the circumstances, including to discontinue, suspend, terminate or block Customer's (or any user's) use of Product and/or access to the Website and the Services, to change, alter, or remove Content or account information, in whole or in part, without prior notice. If, as a result of such investigation, Company and Distributor/Reseller believes that criminal activity has occurred, Company and Distributor/Reseller reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, Company and Distributor/Reseller is entitled to retain and/or disclose any information, including Content or account information (or elements thereof), in Company and Distributor/Reseller's possession in connection with the use of the Services to (i) comply with applicable law, legal process, or governmental request; (ii) enforce this Agreement; (iii) respond to any claims that Customer has violated the rights of third parties; or (iv) protect the rights, property or personal safety of Company and Distributor/Reseller, its users or third parties, including the public at large, as Company and Distributor/Reseller in its sole discretion believes to be necessary or appropriate.

7. Without limiting its other remedies, Company and Distributor/Reseller reserves the right to discontinue, suspend, terminate or

block Customer's (or any user's) use of Product and/or access to the Website and the Services upon any breach of this Agreement by Customer at any time, in its sole discretion or in the event that Customer makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium. During any such cessation of services, Company and Distributor/Reseller shall be relieved of all performance obligations hereunder until all outstanding invoices are fully paid. Any such suspension by Company and Distributor/Reseller shall extend any deadlines for performance by Company and Distributor/Reseller of its duties and obligations for a time period equal to the time elapsed from the date Company and Distributor/Reseller suspends performance to the date Company and Distributor/Reseller receives full payment for all outstanding invoices.

Termination for non-payment by Customer of fees due hereunder is in addition and without prejudice to Company and Distributor/Reseller's right to the outstanding amount owed plus interest on amounts not fully paid within thirty (30) days after Customer's receipt of Company and Distributor/Reseller's invoice. A termination of this Agreement shall not limit Company and Distributor/Reseller from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all amounts owing, or yet to be paid, under or pursuant to this Agreement, and this provision shall survive any termination hereof.

8. Following any termination of this Agreement, Company and Distributor/Reseller shall have no obligation to maintain any Customer data and shall not be liable to Customer for any Customer data being expunged following any such termination hereof.

9. Customer will not hold Company and Distributor/Reseller liable for any delays caused by any occurrence beyond Company and Distributor/Reseller's control, including any acts of God or nature or any acts or omissions of Customer and its employees and contractors.

10. COMPANY AND

DISTRIBUTOR/RESELLER'S TOTAL LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES CUSTOMER ACTUALLY PAID TO COMPANY AND DISTRIBUTOR/RESELLER DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD. IN NO EVENT SHALL COMPANY AND DISTRIBUTOR/RESELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY PUNITIVE, EXEMPLARY OR STATUTORY DAMAGES, DIMINUTION IN VALUE, OR ANY DAMAGES BASED ON ANY LEGAL THEORY (INCLUDING THEORIES OF TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE), INCLUDING DAMAGES FOR LOSS OF PROFITS, LOST REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR COMPANY AND DISTRIBUTOR/RESELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR WHETHER OR NOT THE SAME ARE FORESEEABLE. FURTHER, AS SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, THE LIMITATIONS AND EXCLUSIONS IN THIS AGREEMENT MAY NOT APPLY AND, IN SUCH EVENT, ARE INTENDED TO APPLY TO ONLY THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. BYOD (BRING YOUR OWN DEVICE) DISCLOSURE: FOR SITUATIONS WHERE CUSTOMER DECIDES TO BRING THEIR OWN HARDWARE AND UNDERLYING WIRELESS SERVICE, COMPANY AND DISTRIBUTOR/RESELLER HAS NO CONTROL OVER THE PERFORMANCE OF THE DEVICE, TAMPERING BY END USERS, AND ABILITY TO TROUBLESHOOT WIRELESS SERVICE PROBLEMS AS NO CONTRACTUAL RELATIONSHIP EXISTS WITH THE UNDERLYING WIRELESS CARRIER.

12. WIRELESS CARRIER DISCLOSURE: CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CUSTOMER AND UNDERLYING WIRELESS CARRIER. CUSTOMER UNDERSTANDS AND AGREES THAT THE UNDERLYING WIRELESS

CARRIER HAS NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH CUSTOMER'S USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING WIRELESS CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT CUSTOMER AND THE UNDERLYING 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 SERVICES. THE CUSTOMER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

13. System Limitations: The Product has limitations including, but not limited to, the following: Company and Distributor/Reseller Elogs will not function in countries outside of the United States, except Canada, when trucks are operating South of the 60th Parallel. 1. Your commercial vehicle must have a working electrical system, including adequate battery power. 2. If Global Positioning System ("GPS") satellite signals are not working or the signals are obstructed the System may be unable to determine your Commercial Vehicle's precise location. 3. Company and Distributor/Reseller uses commercial mobile wireless service purchased from a third party provider (the "Underlying Wireless Carrier"). Products also will

not work unless you are in a place where the Underlying Wireless Carrier we hired for that area has coverage, network capacity, and reception when the service is needed, and technology that is compatible with the Products. 4. Products can fail or be delayed by acts of nature, or forces or causes beyond our reasonable control, including but not limited to weather conditions and the results thereof, public utility failure, acts of war, government actions, terrorism, civil disturbances, or System failures including internet, computer, telecommunication or other system failures

14. Customer Duties and Responsibilities: It is your responsibility to make sure your Commercial Vehicle and your Electronic Logging System are working. When you use the Products, you acknowledge: 1. Internet access is required to access information on the Company and Distributor/Reseller website and that cost is the responsibility of the Customer; 2. Not to use your Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Services to our other customers; 3. Not to abuse or do anything to damage our business operations, services, reputation, employees, facilities, or third party service providers of your Service;

15. Customer agrees to indemnify, defend and hold Company and Distributor/Reseller, its officers, directors, employees, and agents harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to reasonable attorney's fees, arising out of or related in any way to (i) Customer's breach of this Agreement and (ii) acts or omissions of Customer or its employees within the scope of this Agreement, (iii) use or misuse of or inability to use the Website or violation of any law or regulation, proprietary, intellectual property, or privacy right in connection therewith. Company and Distributor/Reseller shall provide Customer with prompt written notice of any claims and provide Customer with reasonable assistance, at Customer's expense, in the defense of said claims.

16. This Agreement shall be governed by the laws of the State of California, without reference to

provisions on conflicts of laws, and the parties agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within Santa Clara County, California for any disputes with Company and Distributor/Reseller arising out of this agreement. Any action with respect to this Agreement must be commenced by Customer within one (1) year after the claim or cause of action arises. Customer acknowledges that Customer has read this Agreement and understands and agrees to be bound by its terms. Customer further agrees that this Agreement may be updated from time to time by Company and Distributor/Reseller by posting an updated Agreement at www.smartfleetusa.com/smart-scout-elite-TC. The currently effective Agreement between the parties shall be the most recent agreement posted on the Company and Distributor/Reseller website at www.smartfleetusa.com/smart-scout-elite-TC. Company and Distributor/Reseller recommends that Customer print out a copy of this Agreement for their records. Should Customer have any questions concerning this Agreement, Customer may contact Company at 2570 North 1st Street, #200, San Jose California 95131.

17. If this Agreement is entered into on behalf of any unit or agency of the United States Government (the "Government"), the following provisions shall apply: 1) The Government acknowledges Company and Distributor/Reseller's representation that the Products, Website, Materials and Services and all related documentation were developed at private expense and no part thereof is in the public domain.

18. 2) The Government acknowledges Company and Distributor/Reseller's representation that the Products and Services comprise Restricted Computer Software, as defined in Clause 52.227.19 of the Federal Acquisition Regulations ("FAR"), and Commercial Computer Software, as defined in Subpart 227.401 of the Department of Defense Federal Acquisition Regulation Supplement ("DFARS"). The Government agrees that: 1. if supplied to the Department of Defense ("DoD"), the Products and Services are classified as Commercial Computer Software and the Government is acquiring only

restricted rights thereto and related documentation, as defined in Clause 52.227.7013(c)(1) of the DFARS, and 2. if supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Products and Services and related documentation will be as defined in Clause 52.227.19(c)(2) of the FAR.

19. In no event shall this Agreement be governed by the United Nations Convention on Contracts for Sale of Goods. Customer agrees and warrants that it shall adhere to the U.S. Export Administration Regulations, as the same may be amended from time to time.

20. Customer acknowledges that the Products, Website, Materials and Services are controlled, operated and administered by Company and Distributor/Reseller from its offices in the United States of America and India and that Company and Distributor/Reseller makes no representation that the Products, Website, Materials and/or Services are appropriate, accessible or available for use outside of the United States. Company and Distributor/Reseller reserves the right to block access to the Products, Website, Materials and Services by certain international users. If Customer uses the Product or accesses the Website from outside of the United States, Customer (or any user) will be solely responsible for compliance with all applicable laws and agrees to comply with all such laws.

21. A printed current version (as displayed on www.smartfleetusa.com/smart-scout-elite-TC) of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records and maintained in printed form.

22. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or

subsequent breach or default.

23. Customer may not assign, sublicense, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement without the prior written consent of Company and Distributor/Reseller.

24. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and Company and Distributor/Reseller.

25. This Agreement shall not confer any rights or remedies upon any third party and shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and assigns.

26. Customer acknowledges that Customer has read this Agreement and understands and agrees to be bound by its terms.

27. Customer agrees that this Agreement may be amended, revised and/or updated from time to time by Company and Distributor/Reseller by posting an updated Agreement at www.smartfleetusa.com/smart-scout-elite-TC All such changes will become effective upon the date first posted to the Website and it is Customer's sole responsibility to review the most current terms and Company and Distributor/Reseller does not and will not assume any obligation to notify Customer of changes to this Agreement but may require Customer's consent to any updated terms before further use of the Products, Website, Materials or Services is permitted. Customer's continued use of the Products, Website, Materials and/or Services shall constitute Customer's acknowledgement and acceptance of all such changes. The currently effective Agreement between the parties shall be the most recent agreement posted on the Company and Distributor/Reseller website at www.smartfleetusa.com/smart-scout-elite-TC Company and Distributor/Reseller recommends that Customer print out a copy of this Agreement for their records. Should Customer have any questions concerning this Agreement, Customer may contact 2570 North First Street, #200, San Jose, California 95131.

Section 5. ROADSIDE SERVICE (provided by Allstate Roadside Service (ARS))

1. ARS shall provide the following Per Member Per Month Services to Subscribers registered in the Company and Distributor/Reseller Fleet and/ or Company and Distributor/Reseller Road Usage programs: 1. Towing Service- When a passenger vehicle will not start or cannot be safely driven, it will be towed a maximum of ten (10) miles in any direction from the point of disablement. The service may provide additional towing mileage at the Subscriber's request at an additional fee at the customer's expense.

2. Flat Tire Service – If the passenger vehicle's spare is inflated and serviceable, ARS will remove the flat tire and replace with the Subscriber provided spare. If no inflated spare is available, the vehicle will be towed in accordance with the Towing provision above.

3. Jump Start-Service is provided to boost, or jump start a dead battery to start the vehicle. Expenses for repairs, parts and labor are not covered by this program and are the Subscriber's responsibility, payable directly to the service facility, and are not reimbursable.

4. Out of Gas- A limited supply of fuel up to three (3) gallons, where allowed by law, will be delivered by the Service Provider to the disabled passenger vehicle to enable the subscriber to reach the nearest open service station. The cost of the fuel is included in the per member per month fee for Eligible VINs. Customer is responsible for the cost of fuel provided in Over Maximum Allotment and Unrecognized VIN events.

5. Lockout Assistance-If the Subscriber's keys are locked inside the passenger vehicle, a Service Provider will attempt to gain entrance. In cases where the Passenger vehicle cannot be made operable, towing will be provided in accordance with the towing provision in the clause above.

6. ARS shall make the Roadside Assistance Program available to COMPANY AND DISTRIBUTOR/RESELLER customers enrolled in Company and Distributor/Reseller Fleet as

evidenced by data transfers of Eligible VINs by COMPANY AND DISTRIBUTOR/RESELLER. The Parties shall cooperate to coordinate benefits; however, ARS shall be responsible for providing benefits only as described in this Agreement, including all limits and restrictions. ARS will rely on COMPANY AND DISTRIBUTOR/RESELLER's instructions regarding eligibility of COMPANY AND DISTRIBUTOR/RESELLER Subscribers to receive benefits, therefore, COMPANY AND DISTRIBUTOR/RESELLER shall provide ARS with accurate electronic file transmissions containing Eligible VINs daily or as otherwise mutually agreed to by the Parties. If a Subscriber calls for Service and ARS is unable to verify eligibility based on COMPANY AND DISTRIBUTOR/RESELLER's file transmissions, or if the Subscriber has exceeded the maximum number of Services available per period. The Subscriber will be offered Services under the Over Maximum or Unrecognized VIN Program (as described below) at COMPANY AND DISTRIBUTOR/RESELLER's expense. Any disputes or requests for reimbursement based on inaccuracies in COMPANY AND DISTRIBUTOR/RESELLER's file transmissions (including delays in adding new enrollments) shall be the sole responsibility of COMPANY AND DISTRIBUTOR/RESELLER.

7. Winching-An eligible vehicle will be winched by a Service Provider when it can be safely serviced from a paved public road or paved private road if the service provider is able to gain access. Maximum distance for winching is 30 feet. Extraction of vehicles embedded in mud, water, snow or similar material is not a covered benefit. ARS will provide Services, as outlined above to any Subscriber, with up to three (3) Dispatches per VIN covered during any 12-month period, measured from the date of initial eligibility. Services are available only to those vehicles and Operators meeting the requirements stated in Section

8. ARS's obligation is limited to the services specifically described above. For the purpose of determining the number of Dispatches used by and/or available to a Subscriber, per Eligible VIN, a Dispatch shall be defined as the

dispatch of a single service vehicle to provide any of the Services described in paragraphs 2(a-f), above. A Dispatch may consist of one or more such Services, however if an additional service vehicle is required (for example, if a tow truck is required to assist a Subscriber who initially requested Flat Tire, Jump Start, Out of Gas or Lockout Assistance service), the tow truck shall count as an additional Dispatch.

9. ARS will use reasonable efforts to dispatch a Service Provider or out of network provider to all Subscribers in need of Services.

10. If a Service Provider is not available for dispatch for an extended period of time or when a Service Provider or out of network provider is unable to provide Services in remote areas, on restricted or private highways, during extreme weather conditions, or in areas where it would be hazardous for Service Provider's vehicles to travel, ARS will advise the Subscriber of servicing options including an extended ETA, a scheduled service for later date, or Reimbursement Consideration. "Reimbursement Consideration" is defined as ARS's option to reimburse a Subscriber for actual Service expenses up to eighty dollars (\$80.00) when the Subscriber has first requested authorization from ARS to secure Emergency Roadside Assistance Services on his own.

11. Other users of a Subscriber's Vehicle. Subject to the restrictions stated in Section 2.2, all users of the Vehicle containing the Subscriber's Company and Distributor/Reseller Fleet Vehicle device shall be eligible to receive Services.

12. Services described in this document are not available to vehicles involved in an accident involving injury or vehicle damage.

Section 6. Field Service Management (FSM) Software; Fattmerchant Terms

1. To the extent you are receiving access to the FSM software, you must obtain licenses for both field users and back-office users. Additionally, the FSM software provides access to certain third-party payment services provided by Fattmerchant, Inc. ("Fattmerchant"). In order

to use such Fattmerchant services, you must register and onboard with Fattmerchant and agree to Fattmerchant's Sub-Merchant Agreement (the "Merchant Agreement") located here and Fattmerchant's Privacy Policy (the "Privacy Policy") located at <https://fattmerchant.com/privacy/> (collectively, the Fattmerchant Terms"). The Fattmerchant terms constitute an agreement directly between you and Fattmerchant, and Fattmerchant shall provide the services directly to you. You hereby authorize Azuga to: (a) communicate any data to Fattmerchant as appropriate in connection with the Services; and (b) to receive notices and forms from Fattmerchant on your behalf, without Fattmerchant being obliged to directly provide the notices and forms to you, and we will promptly make such notices and forms available to you in a manner consistent with applicable law.

Section 7. Surfsite Customer Agreement

Whereas, pursuant to an ordering document entered into with Azuga, and Distributor/Reseller you ("Customer") have purchased a license to use the Surfsight solution ("Surfsight") personally or for the use of your users from Azuga and Distributor/Reseller; and

Whereas, Surfsight is intended to be connected to vehicles used by Customer's users (the "Customer Users") and serve the Customer for purposes defined by the Customer; and

Whereas the Customer is aware that Surfsight is provided via cloud service, on a Software as a Service (SaaS) basis, by Lytx, Inc., having its principal place of business at 9785 Towne Centre Drive, San Diego, California 92121 ("Company"), and that in order to enable the use of Surfsight by the Customer and any of the Customer Users, Company provides certain services related to Surfsight (the "Company Services").

The Customer declares and agrees as follows:

1. The Customer has been advised that the use of Surfsight is subject to the Company's End User License Agreement (<https://surfsight.net/eula>) and Privacy Policy (<https://surfsight.net/privacy>) (the "Company Documents") and hereby agrees to be bound by the terms of the Company Documents. Further, Customer represents and warrants that any Customer User with "administrator" permissions has the necessary authority to act on behalf of Customer, including without limitation the authority to agree to the End User License Agreement or other Company Documents.
2. The Customer is aware that as part of its use of Surfsight, certain personal information about the Customer Users will be collected. The Customer determines the purposes and means of the processing of such personal information. Therefore, the Customer hereby declares that the Customer assumes all the responsibility toward the Customer Users as the entity controlling their personal information pursuant to any applicable privacy and data protection laws.
3. The Customer is also aware that as part of its use of Surfsight, Company may obtain and/or collect personal information about Customer Users on behalf of the Customer and that Company may use that information for the purpose of providing the Company Services and as described in the Company Documents. The Customer hereby acknowledges that with respect to the processing of personal data, Customer is the data controller and Company is a data processor.
4. The Customer at its sole discretion determines who will become a Customer User. Therefore, Customer undertakes to (i) inform such Customer Users that Company may collect and process personal information about them; and (ii) provide such Customer Users with a prominent and clear reference to Customer's Privacy Policy and Surfsight Privacy Policy, as well as a sufficient opportunity to ask questions and receive clarifications in relation to such documents and shall bear the sole responsibility and liability towards such Customer Users with respect to failure to comply with the above or with any privacy and data protection laws.

5. The Customer hereby releases Company from any liability for any allegations that may be related to Company failing to provide the Customer Users a proper disclosure about the collection and processing of their personal information by Company or failing to obtain their consent, if needed, in relation to such processing.

6. The allocation of responsibility between the Customer and Company in relation to the personal data collected during the use of Company shall be as detailed in the Company's End User License Agreement (<https://surfsight.net/eula>).

7. Customer represents and warrants that Customer, and all Customer Users, are not the subject or target of sanctions or restrictions under applicable Sanctions Laws, including: (i) any person or entity listed on any U.S. or non-U.S. sanctions- or export-related restricted or prohibited party list, including OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identifications List, the United Nations Security Council Consolidated List, the EU Consolidated List and the Consolidated List of Financial Sanctions Targets in the UK; (ii) any person or entity that is, in the aggregate, fifty (50) percent or greater owned, directly or indirectly, or otherwise controlled by one or more persons or entities described in clause (i); or (iii) any national of a Sanctioned Country. Further, Customer represents and warrants the Solution shall not be deployed or used in any Sanctioned Country. "Sanction Laws" means all U.S. and non-U.S. laws or regulations relating to economic or trade sanctions, including but not limited to the laws and regulations administered or enforced by the United States (including by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") or the U.S. Department of State), the United Nations Security Council, the European Union and Her Majesty's Treasury of the United Kingdom. "Sanctioned Country" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (as of the date hereof, Cuba, Iran, North Korea, Venezuela, Syria, and the Crimea region of Ukraine).

8. Customer appoints the individual identified on the corresponding ordering document as its administrator(s) for the use of Surfsight, and requests that Company provides him/her with full administrator permissions and access to all Customer's data on Surfsight, including personal information about Customer Users and the ability to define additional users for Surfsight and their respective permissions.

9. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CAMERA AND ASSOCIATED SOLUTION ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE OR IMPAIRED BY FATIGUE, DRUGS OR ALCOHOL. WHETHER THE CAMERA IS IN USE OR NOT, THE DRIVER IS RESPONSIBLE TO AVOID A COLLISION. CUSTOMER SHOULD NEVER WAIT FOR THE CAMERA TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT. FAILURE TO DO SO CAN RESULT IN SERIOUS PERSONAL INJURY OR DEATH OR SEVERE PROPERTY DAMAGE, AND COMPANY DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY SUCH ACTIONS. IN ADDITION, THE LIVE STREAM CAPABILITIES AVAILABLE WITH THE SOLUTION MAY HAVE A DELAY OF SEVERAL SECONDS. CUSTOMER ACKNOWLEDGES AND AGREES LIVE STREAM SHOULD NEVER BE USED TO ASSIST A DRIVER IN OPERATING THE VEHICLE AND CUSTOMER SHALL REGULARLY WARN AND INSTRUCT ITS DRIVERS ON PROPER USE OF LIVE STREAM.

Section 8. Vehicle Compatibility

Customer agrees to submit vehicle compatibility form prior to order fulfillment. If a customer needs and/or wants to move an existing GPS tracking device from one vehicle to another that has not already been approved by Smart Fleet's vehicle compatibility team, customer will provide

in writing the new VIN# to Smart Fleet to confirm vehicle compatibility before installing GPS tracking device into new vehicle.

Therefore, customer acknowledges that if they do not notify Smart Fleet in writing prior to moving a GPS tracking device to a different vehicle that is not approved, Smart Fleet is not responsible for any vehicle damage caused by vehicle incompatibility issues.