

## GENERAL TERMS

### 1. Definitions

a. "Affiliate" any corporation, limited liability company, partnership, or other entity that, either directly or indirectly, controls, is controlled by, or is under common control with such party, where control is defined as having more than a fifty percent (50%) controlling interest.

b. "Applicable Data Privacy Laws" all international and U.S. federal and state privacy and data protection laws and regulations and/or applicable industry regulations, as may be amended from time to time, as applicable to data collected, received, accessed, transmitted, disclosed or stored pursuant to the terms this Agreement.

c. "Authorized User Agreement" is the agreement between Road Ready and each Authorized User regarding the Authorized User's rights to use the Software Service.

d. "Authorized User" means an individual who is authorized by Customer, subject to this Agreement, to access and use the Software Service on its behalf, and who has agreed to be bound by the Authorized User Agreement. Authorized Users are, at Customer's discretion, Customer's employees, independent contractors, consultants, and agents that are, in each case, working on behalf of Customer. For the avoidance of doubt, Authorized Users will not include competitors of Road Ready. Customer is responsible for ensuring that the Authorized Users abide by the terms of the Authorized User Agreement including, without limitation, the Permitted Use, and is responsible for any Authorized User's failure to comply.

e. "Confidential Information" means (a) any and all information regarding Road Ready's and/or Customer's customers, employees, vendors, business operations, plans or strategies, product information, and marketing and distribution plans, methods, and techniques, human resource policies, procedures and information, business processes and solutions, products, marketing and business organization, software, Intellectual Property, confidential information, trade secrets, source codes, methodologies or pricing information; (b) Road Ready's and/or Customer's business related information, financial information, contact information, technical data, programs, customer lists, lists of employees and agents, sales and marketing plans, agreements, or related information; (c) information that is marked "confidential", "proprietary" or in like words, or that is summarized in writing as confidential prior to or promptly after disclosure to the other party or information that should reasonably be understood as being confidential in the context of its disclosure; (d) any and all related research; (e) any and all designs, ideas, concepts, and technology embodied therein; (f) Documentation, and (g) Road Ready Technology.

f. "Customer Data" means any and all Personal Information relating to Customer personnel and processed by the Road Ready system.

g. "Documentation" means, with respect to the Software Service, all manuals, instructions, specifications, materials flow diagrams, file descriptions, and other information that Road Ready provides, or makes available, in any form or medium, to Customer or its Authorized Users regarding the use or operation of the Software Service.

h. "Effective Date" has the meaning set forth in the Order.

i. "Hardware" means hardware that is manufactured by Truck-Lite or one of its Affiliates and that is made a part of the Road Ready System or otherwise provided under this Agreement, including SBI, the master control unit, solar panel, sensors, transmitters, batteries, harnesses, and antenna, and any Road Ready®-compatible sensors that are connected to the Road Ready® telematics hardware and any other Road Ready® approved telematics hardware.

j. "Intellectual Property" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

k. "Open Source Software" means software distributed pursuant to an open source or copyleft license in the nature of the licenses listed at <https://opensource.org/licenses>.

l. "Order" means any order form entered into between the parties and referencing this Agreement.

m. "Permitted Use" means use by Customer and its Authorized User(s) solely for Customer's internal business operations; any use outside of Customer's internal business operations, including, without limitation, any sale or transfer of System Data or a subset thereof or providing information to any third party, is not a Permitted Use unless approved by Road Ready in advance in writing.

n. "Personal Information" means "personal data," "personal information," "personally identifiable information," "personal health information," "protected health information," and "personal financial information," each as defined by Applicable Data Privacy Laws relating to the collection, use, sharing, storage, transmission, and/or disclosure of information about an identifiable individual.

o. "Road Ready Hardware" means the Hardware that is manufactured by Truck-Lite or one of its Affiliates and is part of the Road Ready System.

**p.** "Road Ready System" means an integrated system provided by Road Ready which system includes Software Services for use with the Hardware.

**q.** "Road Ready Technology" means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Software, Documentation, computer hardware, programs, reports and specifications, without regard to the format in which it is provided, made available, provided or used by Road Ready in connection with providing the Software Service.

**r.** "Service Term" has the meaning set forth in the Order.

**s.** "SBI" means Road Ready's propriety hardware referred to as SmartBridge Integrator® that integrates trailer devices into the Road Ready System.

**t.** "Software" means the proprietary Road Ready software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, for which Road Ready provides remote access to Customer and its Authorized Users as part of the Software Service.

**u.** "Software Service" means the collection and processing of System Data from Hardware installed on applicable assets and equipment, and the Road Ready specific internet-accessible service that provides access to and use of such data through the Software and made available to Customer over a network.

**v.** "System Data" means any and all data and information that is received, collected or generated by the use of, or stored by, the Hardware, and/or the Software. All output, copies, reproductions, improvements, modifications, adaptations, translations, abstracts, summations, tokens and other derivative works of, based on, derived from or otherwise using any System Data are also System Data.

**w.** "Support" has the meaning set forth in Section 3.d of the SaaS Terms.

**x.** "Update" has the meaning set forth in Section 1.d of the SaaS Terms.

**y.** "Upgrade" has the meaning set forth in Section 1.d. of the SaaS Terms.

**z.** "User Data" means any and all information reflecting the access or use of the Software Service by or on behalf of Customer or any Authorized User, including any user profile-, visit-, session-, impression-, click through- or click stream- data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

## **2. Purchase and Sale of Hardware and Software Services.**

**a.** Customer may purchase Hardware and Software Services pursuant to an Order.

**b.** Any Hardware purchased will be subject to the attached Hardware Terms. Any Software Services purchased will be subject to the attached SaaS Terms.

## **3. Payment.**

**a.** Customer will pay Road Ready the applicable fees as set forth on the Order. Set Up and Data Transfer Fees must be paid in advance of services being installed. Monthly Service Fees are due thirty days after invoice. Payments for Hardware will be paid within the time specified on the Order and if not specified or agreed, then thirty (30) days after shipment. To the extent applicable and utilized, Customer will pay Road Ready for consulting, integration or other professional services. Customer will make all payments through the identified Payment Method and in accordance with the terms as set forth on the Order and this Agreement. If not otherwise specified, payments will be due within 30 days of invoice. Fees paid are non-refundable.

**b.** Road Ready may suspend Customer's access to the Software Service and/or or cancel any pending Orders for Hardware if Customer is more than 5 Business days late on a payment. Customer will pay interest on any amount that is not paid when due that will be calculated at an interest rate of 1.5% per month on any such outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection.

**c.** Road Ready reserves the right to cancel any sale if it deems Customer unable to pay for the ordered Hardware or Software Services. Customer acknowledges and agrees that payments owed to Road Ready for Hardware or Software Services supplied under this Agreement are not subject to any setoff or recoupment by Customer, and Customer will not exercise any right to setoff or recoupment in connection with any disputed, contingent, or unliquidated claim.

**d.** Customer will be liable to Road Ready for all costs, including attorneys' fees, incurred by Road Ready in enforcing the Agreement and collecting any sums owed to Road Ready by Customer.

**e.** Unless otherwise specified in the Agreement or in Road Ready's invoice, all prices are quoted and payable in U.S. dollars. The prices quoted are exclusive of all taxes, levies or duties imposed by taxing authorities including any taxes imposed on the sale of the Hardware or Software Service. Any occupation tax, use tax, sales tax, excise tax, GST, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge associated directly with the sale and/or use of the Hardware or Software Service imposed by any governmental authority (whether domestic or foreign,

or federal, state or local) on or measured by the transactions between Road Ready and Customer (other than income taxes imposed on Road Ready) will be added to the price of Hardware, invoiced separately, and paid by Customer in addition to the prices quoted or invoiced. If Road Ready is required to pay any such tax, fee or charge, Customer will reimburse Road Ready therefor or, in lieu of such payment, Customer will provide Road Ready at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

f. If any taxes must be deducted from any amounts payable or paid by Customer, Customer will pay such additional amounts as may be necessary to ensure that Road Ready receives the full amount which it would have received had no such deduction or withholding have been required. Excepting those taxes imposed upon Road Ready, all applicable taxes and/or assessments will be paid by Customer. If Road Ready pays any such taxes on behalf of Customer, Customer will reimburse Road Ready within the payment terms referenced in this Section 3.

#### **4. Term and Termination.**

a. These General Terms become effective upon acceptance of the first Order. Unless earlier terminated as provided below, this Agreement will automatically expire when no Order is effective.

b. Either party may terminate this Agreement upon 30 days' notice if the other party breaches any material term of this Agreement and fails to cure such breach within 30 business days after notice of such breach; provided, however, Road Ready may terminate this Agreement upon 5 days' notice if Customer fails to timely pay Road Ready any sums when due and owing, other than to the extent of those disputed in good faith. Material breach by the Customer includes any breach of Customer's payment obligations or unauthorized use by Customer of the Road Ready Technology or Software Service.

c. Upon termination of this Agreement for any reason, any amounts owed to Road Ready under this Agreement before such termination or expiration will be immediately due and payable, all rights granted will immediately cease to exist, and Customer must promptly discontinue all use of the Road Ready and Software Service and erase all copies of the Road Ready Technology. In the event of a termination due to a Customer breach, absent prior breach by Road Ready, Customer will pay a termination fee equal to the amount of months remaining in the Term multiplied by the Monthly Service Fee.

#### **5. Ownership.**

a. As between the parties, Road Ready alone (and its licensors, where applicable) owns all right, title, and interest, in and to the Software Service, Road Ready Technology, any data other than Customer Data, and any suggestions, ideas, enhancement

requests, feedback, recommendations or other information provided by Customer or any other party relating to the Software Service or the Hardware, which are hereby assigned to Road Ready.

b. Customer represents and warrants that, to the extent Customer owns or leases and controls the vehicles used by the Software Service, Customer has the right to use and/or provide all data generated by or in connection with vehicles in the possession of Customer used by the Software Service or the Hardware including any Customer Data and that the use of the Customer Data in connection with the Software Service and/or the Hardware does not violate any third-party rights.

c. Customer acknowledges that Road Ready owns and has developed the Road Ready Hardware, the Software, the Software Service, and the Road Ready Technology at a great expense and the same may contain trade secrets and protected Intellectual Property, and accordingly, Customer will not, and will not permit others under Customer's control to (i) modify; (ii) decompile, reverse-engineer, disassemble or otherwise attempt, directly or indirectly, to clone or replicate; or (iii) use or install, in connection with any other software or service not provided by Road Ready any of the Hardware, Service Software, or Road Ready Technology without Road Ready's prior written consent in each instance. Customer assumes all risk and liability resulting from the use of Software Services and Hardware when used singly or in combination with other products.

d. Road Ready solely owns all right, title and interest in and to the System Data, and any derivations, compilations and summations thereof, subject to such limitations set forth herein. Subject to the terms and conditions of this Agreement, during the Software Service Term, Customer has the right to generate, print, copy, upload, download, and store any audio, visual, digital and other output, displays and other content, which may contain System Data or a subset thereof, as a result of its access to or use of the Software Services solely for a Permitted Use. Except as expressly set forth in this Agreement, no rights in the System Data are granted to Customer.

#### **6. Confidentiality.**

a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business ("Confidential Information" of the Disclosing Party).

b. The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information, (ii) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its

own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

c. Road Ready acknowledges that, subject to the exceptions listed in this Section 6, Customer Data is Customer's Confidential Information.

d. The parties will have the right to disclose the existence but not the terms and conditions (including without limitation pricing) of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

## **7. Indemnification.**

a. Road Ready will indemnify and hold Customer and its officers, directors, employees, attorneys, and agents ("Indemnitees") harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) each to the extent paid to an unaffiliated third party to the extent arising out of or in connection with such third-party's claim alleging that the Software Service, excluding any Open Source Software, directly infringes a U.S. copyright. Notwithstanding the foregoing, Road Ready will have no obligation with respect to any infringement claim based upon any modification of the Road Ready Technology by Customer or any use of the Road Ready Technology (i) not in accordance with the applicable documentation; or (ii) in combination with other products, equipment, software, or data not supplied by Road Ready.

b. Customer will indemnify, defend and hold Road Ready, its licensors and each such party's Indemnitees harmless from and against any and all costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) each to the extent paid to an unaffiliated third party arising from or in connection with such third-party's claims, demands, or allegations: (i) that Customer violated this Agreement; (ii) arising from or relating to the use of the Hardware or the Software Service or the results thereof, except claims covered by Road

Ready's indemnity in Section 7.a above; (iii) arising from or related to the negligent or intentional misuse of Hardware or the use of a mounting bracket or any other equipment not provided or approved for use with the Hardware; (iv) arising from any User data, Personal Information or other data, content, or information transmitted by Customer, its Authorized Users, employees or independent contractors through the Software Service or the Hardware; or (v) the use or processing of Personal Information performed in accordance with the instructions of Customer.

c. As a condition to a party's indemnification obligations hereunder, the other party will give the indemnifying party sole control of the defense and settlement of the claim, prompt notice of a claim, and, at the indemnifying party's expense and request, all available information and reasonable assistance in relation to such defense and settlement efforts. Neither party may compromise or settle a third-party claim that adversely affects the other party without the other party's prior written consent, which consent will not be unreasonably withheld.

## **8. Warranties and Warranty Disclaimer.**

EXCEPT FOR ANY EXPRESS WARRANTIES INCLUDED IN EITHER THE HARDWARE TERMS OR THE SAAS TERMS, ROAD READY PROVIDES ALL HARDWARE, SOFTWARE SERVICES AND OTHER PRODUCTS AND SERVICES TO CUSTOMER WITHOUT WARRANTIES, EXPRESS OR IMPLIED. ROAD READY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SOFTWARE SERVICE WILL MEET REQUIREMENTS OR EXPECTATIONS, (C) ANY RESULTS OR STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS WILL BE CORRECTED, (E) THE SOFTWARE SERVICE OR THE SERVER(S) THAT MAKE THE SOFTWARE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (F) THE HARDWARE OR THE SOFTWARE SERVICE OR RESULTS WILL MEET ANY REGULATORY APPROVALS OR REQUIREMENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ROAD READY AND ITS LICENSORS. THE FOREGOING WARRANTIES DO NOT APPLY TO AND ROAD READY DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY OPEN SOURCE SOFTWARE USED IN CONNECTION WITH THE ROAD READY SYSTEM OR PROVIDED TO CUSTOMER IN CONNECTION WITH THE ROAD READY SYSTEM.

**9. Limitation of Liability.** In no event, with the exception of fraud or intentional misconduct, including breaches under Section 6 of the Hardware Terms herein, will either party's aggregate liability arising from or relating to this Agreement exceed the amounts actually paid by and payable by Customer in the twelve (12) month period immediately preceding the event giving rise to such liability. Except for a party's obligations arising under Section 7 or a party's willful breach of its obligations under Section 6, in no event will either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind other than as a result of a party's gross negligence or willful misconduct (including direct or indirect damages for loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this Agreement, including but not limited to the use or inability to use the Software Service, or for any content obtained from or through the Software Service, any interruption, inaccuracy, error or omission in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

**10. Force Majeure.** Neither party will be liable to the other party for any default (other than failure to pay money, unless the other party is not performing under an event of Force Majeure at the time such payment would be owed) hereunder, for so long as such default is caused by an event beyond such Parties control, including, without limitation, acts or failures to act of the other party; strikes, labor or civil disputes; pandemic (including the consequences of the COVID 19 pandemic) component shortages; unavailability of transportation; fires, war, governmental requirements; and acts of God. In the event of threatened or actual nonperformance as a result of any of the above causes, the non-performing party will exercise commercially reasonable efforts to avoid and cure such nonperformance.

**11. Miscellaneous.** Neither party may assign this Agreement, other than to an entity under common ownership or control with the assigning party, without the other party's prior written consent, which it will not unreasonably withhold, condition or delay. In this context assignment includes any sale of the stock to equity interests of that party, a merger of that party or any transfer by operation of law. This Agreement will be governed by Michigan law. No text or information set forth on any other purchase order, preprinted form or document (other than an Order) will add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. During the term of this Agreement, Customer authorizes Road Ready to identify Customer as a Road Ready customer on Road Ready website and in Road Ready's marketing

materials. The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Any modification or amendment of this Agreement will be in writing signed by the parties. The Software Service and any accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Any use modification, reproduction, release, performance, display, or disclosure of the Software Service by any government will be governed solely by the terms of this Agreement and Customer may not permit such actions except to the extent expressly permitted by the terms of this Agreement. No license to the Products is granted to any government requiring different terms. Customer will not use the Software Service to provide services to any public sector or government end user where such would affect Road Ready's rights in the Software Service or require any affirmative action to be taken by Road Ready due to governmental mandates or flow down regulation. This Agreement, together with any applicable Order or exhibits, comprises the entire agreement between Customer and Road Ready regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. The following Sections will survive any expiration or termination of this Agreement: Section 2 "Payment of Fees", Section 6 "Confidentiality", Section 7 "Indemnification", Section 8 "Warranties and Warranty Disclaimer", Section 9 "Limitation of Liability" and Section 11 "Miscellaneous." Section 6 "Confidentiality" shall survive the termination of this Agreement for three (3) years.

## HARDWARE TERMS

### 1. Delivery

a. Road Ready will use commercially reasonable efforts to ensure on-time shipment, provided that any delay in shipment will not relieve Customer of its obligations under the Agreement. Unless otherwise provided in the Order all Hardware will be delivered FCA dock at the shipping point (Incoterms 2020). Shipment or delivery dates, as applicable, or other times of performance are non-binding estimates and are based on Road Ready's timely receipt of accurate and complete orders. Road Ready reserves the right to make available shipments or deliveries, as applicable, in installments in order to fill an order. Delay in shipment or delivery, as applicable, of any installment will not relieve Customer of its obligations to accept remaining deliveries.

b. If a scheduled shipment of Hardware is delayed by Customer, Road Ready may store such Hardware for the account of, and at the risk and expense of, Customer. If Customer has not taken delivery of such items within a reasonable period of time, as determined by Road Ready, Road Ready may, in addition to any other rights or remedies that it may have, cancel the associated Contract, in whole or in part, without liability to Road Ready.

c. Customer will pay all costs for special packaging, shipping or other handling requested by Customer and agreed to by Road Ready and other special costs or expenses incurred by Road Ready as a result of special actions or requests by Customer.

### 2. Risk of Loss

Notwithstanding the Incoterm (2020) selected by the parties, risk of loss or damage and any further cost and responsibility for claims, delivery, and, if applicable, placement and storage will pass from Road Ready to Customer, and delivery will be deemed to be complete, upon delivery by Road Ready to a private or common carrier, or upon moving into storage, whichever occurs first.

### 3. Security Agreement; Insurance

To secure payment for the Hardware and the performance of Customer's obligations under the Contract, Customer grants to Road Ready a purchase money security interest in all Hardware upon placing the applicable purchase order or signing the applicable Order Form, without further action required on the part of Customer or Road Ready. If Customer breaches this Agreement, Road Ready will have the rights and remedies of a secured creditor under the Uniform Commercial Code. Until Road Ready has received full payment of the price payable under the Agreement, Customer will maintain insurance covering all Hardware in such amounts and against such risks as is customary by

companies engaged in the same or similar business and similarly located.

### 4. Limited Warranty

a. Road Ready warrants to Customer only that the Road Ready Hardware will be free from defects in material and workmanship and such warranty expires on the 15 months' anniversary of the date Road Ready ships the applicable Road Ready Hardware to Customer. If Customer is not the original end user of the Road Ready Hardware, Customer may assign this warranty to the entity that is the original end user of the Road Ready Hardware (a "First Retail User"), which may, for the avoidance of doubt, be an entity that purchases a product (such as a trailer) from Customer with Road Ready Hardware installed. Such assignment must occur concurrent with the initial re-sale of the Hardware from Customer to the First Retail User. In no circumstances will both Customer and a First Retail User be permitted to make a claim under the warranty for the same Road Ready Hardware.

b. ALL OTHER WARRANTIES ARE DISCLAIMED PURSUANT TO SECTION 8 OF THE GENERAL TERMS. Road Ready's advertising, product brochures, and sales presentations present Road Ready's opinion only; do not present representations, affirmation or promises; are not part of the basis for the bargain; and will not be relied on by Customer or the First Retail User.

c. ROAD READY'S SOLE RESPONSIBILITY UNDER WARRANTY IS LIMITED TO HARDWARE REPAIR, HARDWARE REPLACEMENT OR REFUND OF THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE DEFECTIVE HARDWARE AT ROAD READY'S SOLE OPTION.

d. Road Ready will have no liability for defects or otherwise, whether hidden or apparent, resulting or arising from (i) the failure of the First Retail User or Customer, as applicable, to comply with any operational or maintenance guidelines or instructions; (ii) normal wear and tear; (iii) physical abuse or other misuse of the Road Ready Hardware or any component thereof, or acts of vandalism by any persons other than Road Ready or its employees and agents; (iv) incorrect or improper installation (including, without limitation, the use of any mounting bracket, surface preparation, harnessing or other equipment or process not approved by or provided by Road Ready for use with the Road Ready Hardware) by companies or individuals other than Road Ready or its employees and agents; (v) alterations, modifications, additions, or repairs made during the warranty period by anyone other than Road Ready or its employees and agents; (vi) accidents or damage not caused or contributed to by the sole negligence of Road Ready or its employees and agents; (vii) damage caused by another product; (viii) changes in wireless technology; or (ix) any other

actions by Customer or its employees or agents, or any third parties (including the First Retail User), which could reasonably lead to Road Ready Hardware failure through no fault of Road Ready or its employees and agents.

e. The replacement of defective Road Ready Hardware will be made at Road Ready's discretion and is expressly conditioned on Customer and the First Retail User, as applicable, following the warranty procedures made available or provided by Road Ready. Road Ready's warranty department will conduct an analysis of the returned Road Ready Hardware. Road Ready Hardware replacement procedures under this limited warranty will be detailed outside of this Agreement, and this warranty is expressly subject to and conditioned upon compliance by Customer's and the First Retail User's compliance with those warranty procedures.

f. Customer is prohibited from assigning this warranty to any person or entity other than a First Retail User as set forth in sub-section 4.a; any warranty assignment in violation of these Terms, including without limitation this sub-section 4.f, are voidable by Road Ready in its sole discretion. Customer understands and agrees that if it provides Hardware warranties in excess of those provided in this Section 4, in violation of these Terms, or to a party other than a First Retail User as set forth in sub-section 4.a, it will be solely responsible for such excess or additional warranties and will indemnify and hold harmless Road Ready, its affiliates and each of their officers, members, directors, employees and agents (the "Road Ready Indemnified Parties"), for any claims, liabilities or damages arising from such excess or additional warranties.

## **5. Order Cancellation**

a. Order Cancellation. Customer may not cancel or alter any order for Hardware except upon terms and conditions acceptable to Road Ready, as evidenced in a writing signed by an authorized employee of Road Ready.

b. Effect of Termination and/or Order Cancellation. If Road Ready terminates the applicable Agreement pursuant to Section 4.b of the General Terms or approves an Order cancellation requested by Customer, Customer will pay to Road Ready, in addition to any other amounts to which Road Ready may be entitled under law or contract: (a) the agreed unit prices for completed Hardware under the Agreement or any related Order; (b) all other costs incurred by Road Ready prior to cancellation directly

connected with work under the Agreement or any related Order; (c) all other costs incurred by Road Ready associated with the cancellation of the Agreement or any related Order, including, without limitation, cancellation charges under subcontracts, charges for packing, removal to storage and/or restocking; plus (d) 10% of the sum of the amounts contemplated by clauses (a) through (c) above. Until Road Ready has received all such charges, all cancelled Hardware will remain the sole and exclusive property of Road Ready.

## **6. Hardware Use Limitations**

Customer understands that the Hardware is intended to be used only in accordance with its specifications and only as part of the Road Ready System. Customer acknowledges that Road Ready developed the Road Ready System, including the Hardware, as part of an integrated system at great expense, and it may contain trade secrets and protected intellectual property, and accordingly, Customer will not, and will not knowingly permit others under its control to (i) modify the Hardware, (ii) decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to clone or replicate the Hardware or any part of the Road Ready System or (iii) use or install the Hardware in combination with any other software or subscription service not provided by Road Ready without Road Ready's prior written consent in each instance. Customer understands that as a result of installing the Hardware, Road Ready may collect and process data that is sent to or received by the Hardware, and Customer agrees to Road Ready's collection and use of such data. Customer understands that any and all data and information that is received, collected or generated by the use of, or stored by, the Hardware, with the exception of or related software and services, including all output, copies, reproductions, improvements, modifications, adaptations, translations, abstracts, summations, tokens and other derivative works thereof will be owned by Road Ready, with no right, title, interest or license accruing to Customer or any other third party.

## **7. Changes in Hardware**

Road Ready reserves the right to change the design and/or functionality of any Hardware without assuming any obligation to modify any Hardware manufactured previously or to replace warranted Hardware other than with redesigned Hardware.

## SaaS TERMS

### 1. Services

**a. Software Service.** Subject to Customer's compliance with all of the terms and conditions of this Agreement, Road Ready will use commercially reasonable efforts to provide the Software Service specified on the Order. The Software Service will be delivered using the Road Ready Technology.

**b. Acceptance.** Acceptance of the Software Service will be deemed to occur on the Activation Date.

**c. Initial Set Up Services.** Road Ready will provide reasonable standard remote assistance to Customer in order to implement the Software Service. Custom implementation will require a separate professional services agreement.

**d. User Support.** Road Ready will provide Customer with access to technical support for "how-to" questions 7 days per week during normal business hours. Road Ready will use reasonable efforts to respond to requests within 24 hours. Road Ready will provide telephone support as specified in the attached SLA. Telephone support outside of normal business hours will be subject to availability and an additional fee may apply. Support includes updates to the Software Service that Road Ready may make available from time to time ("Updates"). Updates may include bug fixes, error corrections, and minor improvements to the Software Service. Road Ready may issue a full upgrade to the Software Service ("Upgrade"). Upgrades provide significant additional functionality and are outside the scope of this Agreement. Upgrades are made available to Road Ready customers for an additional fee described in a new Order for such Upgrade.

### 2. Customer Use of Service

**a. Software Subscription.** Subject to the terms of this Agreement and the Authorized User Agreement, Road Ready grants to Customer and its Authorized Users a nonexclusive, non-transferrable, non-assignable, royalty-free limited right (without the right to sublease or sublicense) to access and use the Software Service (excluding any Open Source Software) solely for Customer's Permitted Use during the Service Term. Any rights not expressly granted in this Agreement are expressly reserved. Customer's use of the Software Service or Software is subject to any restrictions set forth in this Agreement. Use of Open Source Software is subject to the applicable open source license provided in connection with such software.

**b. Unauthorized Purpose.** Customer will not use the Software Service for any Unauthorized Purpose or in such a manner as to interfere with use by other customers of the Software Service. An "Unauthorized Purpose" includes, but is not limited to, (a) use with intent to avoid payment of charges due under this Agreement, this Agreement, or any Authorized User Agreement, (b) access to, use of,

alteration of, or destruction of the System Data, files, programs, procedures, or information related to any other Road Ready customer, (c) use with the intent to reverse engineer or clone the Software Service or Software or any portion thereof, (d) use for any unlawful, illegal or fraudulent purpose, (e) any attempt to create a substitute or similar service through use of, or access to, the Software Service or System Data, or (f) sale or other commercial use of the System Data or any subset thereof by Customer or other transfer the System Data or any subset thereof by the Customer.

**c. Restrictions on Use of Software Service.** Except as strictly necessary to make use of the Software Service as permitted herein, Customer will not copy or republish Software Service or Software or any portion thereof. In no event will Customer (a) resell, transfer or otherwise make available to any person other than its Authorized Users the Software Service or Software, or any portion thereof; (b) use any Software or Software Service in any manner to assist or take part in the development, marketing, or sale of a product or service potentially competitive with such Software or Software Service; (c) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (d) modify, port, translate, localize or create derivative works of the Software or Documentation; (e) remove, modify or obscure any copyright, trademark, or other proprietary notices contained in the Software or in the Documentation; (f) use the Software Service in any illegal manner.

**d. Violation of Use Rights.** Road Ready may, without liability, immediately discontinue the Customer's, or any of its Authorized User's, access to Software Service to prevent use for an Unauthorized Purpose or use in violation of Section 2, or in response to an order from any court of competent jurisdiction or governmental authority. Customer will not be credited any charges for Software Service interruptions resulting from Road Ready's actions under this Section 2.

### 3. Access to Software Service

**a. Authorized Users.** Subject to the terms of the Agreement and the Authorized User Agreement, Road Ready will provide Customer with access to and use of the Software Service through the Software by providing Customer with unique username(s) and password(s) assigned to Authorized Users.

i. As a condition to access and use of the Software Service, each Authorized User must agree to abide by the terms of the Authorized User Agreement, which Road Ready may reasonably modify from time to time. In the event of a conflict between the terms of such Authorized User Agreement and this Agreement, the terms of this Agreement shall control. Customer must immediately notify Road Ready of any violation of the terms of any of the

foregoing by any Authorized User upon becoming aware of such violation, and will be liable for any breach of the foregoing agreements by any Authorized User.

ii. Customer is solely responsible for all activities conducted under its Authorized User accounts. Customer is responsible for controlling access to and use of the Authorized User accounts and will promptly notify Road Ready of any unauthorized use of the Authorized User accounts. Customer and its Authorized Users are prohibited from allowing its Authorized User accounts to be made available or accessible to any third parties. Customer is solely responsible for any losses, claims, liabilities or damages arising from, related to or in connection with lost or stolen passwords.

**b. Access Equipment.** Customer, at its own cost and expense, is solely responsible for providing and maintaining, for both functionality and security, all equipment and internet services necessary to access and use the Software Service. Customer assumes responsibility to ensure that such equipment and related services (except for the Road Ready Hardware) meet the required minimum specifications and capacity necessary for accessing the Software Service.

**c. No Software Delivery.** Customer acknowledges that the applicable Agreement, including these SaaS Terms, is a services agreement and Road Ready will not be delivering copies of the Software to Customer as part of the Software Service.

**d. Support.** Road Ready will (a) provide Customer with access (via internet, telephone or other means established by Road Ready) to Road Ready's support helpline, (b) install Updates, when generally available, and (c) use reasonable efforts to correct or circumvent any material deviations from the then-current, general release version of the Software (collectively, "Support"). Road Ready reserves the right to modify its level of support by providing written notice to Customer. Road Ready will use reasonable efforts to meet the service levels set forth in Exhibit A.

#### **4. Data Use and Compliance.**

**a. Road Ready Right to Use.** Road Ready may use, store, process and disclose User Data and Personal Information as necessary to provide the Software Services for Customer's benefit under this Agreement. Nothing in this Agreement will be interpreted to limit Road Ready's right to process User Data and Personal Information into an aggregated, anonymized form ("Aggregated Data") for any reason so long as such Aggregated Data no longer qualifies as Personal Information and is not identifiable with respect to Customer or Customer's Authorized Users, employees, independent contractors, customers, consultants, and agents. Aggregated Data will be owned solely by Road Ready.

Notwithstanding the above, Road Ready may share System Data with the manufacturer of a vehicle on which the Road Ready System is installed, for the limited purpose of improving the vehicle function and performance and providing improved services related to the vehicle.

#### **b. Compliance with Applicable Data Privacy Laws.**

i. Service Provider. The parties agree that Road Ready will act as Service Provider (or other similar such role), as defined under Applicable Data Privacy Laws, for Customer with regards to the collection, storage and use of Personal Information.

ii. Consents and Notices. Customer is responsible for ensuring that any and all notices and consents required by Applicable Data Privacy Laws or any other applicable law, including employment law, for the (i) deployment of the Hardware, (ii) use of the Software Services and the Software, (iii) collection of Personal Information and (iv) provision of Personal Information to Road Ready under the terms of this Agreement, have been provided and obtained, including, without limitation, any required opt-in consents if necessary. Customer acknowledges that Road Ready will rely on Customer's provision of proper notice and obtainment of consent to satisfy its obligations under this Agreement.

iii. Customer Compliance with Applicable Laws. Customer represents and warrants that its policies and practices regarding the collection, storage and use of Personal Information that is provided to Road Ready, or that is collected on Road Ready's behalf, under this Agreement complies with Applicable Data Privacy Laws of any jurisdiction where it utilizes the Software Service, that all applicable consumer notices are in place and that all necessary disclosures have been made in Customer's privacy policy, as applicable. Customer agrees that it will be solely responsible for any required updates to Customer's consumer notices and privacy policies as a result of Customer entering into this Agreement.

iv. Road Ready's Service Providers. Customer represents and warrants it is authorized pursuant to Applicable Data Privacy Laws to permit or otherwise grant Road Ready the authority to share Personal Information with Road Ready's service providers, who have agreed to be as may be needed to effectuate Road Ready's obligations under this Agreement. Customer will not provide Road Ready with any Personal Information of an individual or collect any Personal Information of an individual on Road Ready's behalf, unless all required consents, if any, have been obtained from the individual, including, but not limited to, consents necessary to transmit such data to Road Ready and any service providers for use

in conjunction with Road Ready's obligations under this Agreement.

v. Road Ready Storage of Personal Information. Customer acknowledges and agrees that Road Ready may store or transfer all Personal Information provided by Customer and/or collected or processed by Road Ready anywhere on the globe as necessary for Road Ready to satisfy its obligations under this Agreement. Road Ready may perform certain obligations under this Agreement (e.g. administration, data processing, disaster recovery, maintenance, support, etc.) from locations, and through service providers, worldwide. Customer further acknowledges it provides Road Ready with permission to store and transfer Personal Information worldwide pursuant to Applicable Data Privacy Laws.

vi. Notification of Non-Compliance. Customer will notify Road Ready promptly, and in all cases within twenty-four (24) hours, upon determining that Customer cannot comply or that Customer has a reasonable basis on which to believe that it cannot comply with any of its obligations under this Section 4 and each of its subparts.

c. Handling of Data Access Requests. The parties agree that Road Ready will act as a service provider, as defined under Applicable Data Privacy Laws, with regards to requests to know or disclose Personal Information from third-parties, or other similar data access requests made under Applicable Data Privacy Laws. If Road Ready receives a request made under Applicable Data Privacy Laws regarding Personal Information that Road Ready collects or maintains pursuant to this Agreement, Road Ready will inform the requesting party that the request cannot be acted upon because the request has been sent to Road Ready as a service provider of Customer.

d. No Other Rights. No rights or licenses are granted except as expressly set forth herein.

e. Security Policies and Safeguards. Road Ready will establish and maintain administrative, technical and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of User Data to which Road Ready has access, which are (a) no less rigorous than those maintained by Road Ready for its own information of a similar nature; (b) no less rigorous than generally accepted industry standards; and (c) required by applicable laws.

f. Security Incident Response. If Road Ready becomes aware that the security of any User Data has been compromised (an "Information Security Incident"), Road Ready will: (a) promptly notify Customer in writing of the occurrence of such Information Security Incident; (b) investigate such Information Security Incident and conduct a reasonable analysis for the causes of such Information Security Incident; (c) provide periodic updates of any ongoing investigation to Customer;

(d) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is in Road Ready's control; and (e) cooperate with Customer's reasonable investigation or Customer's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

## **5. Additional Warranty Disclaimers**

a. Customer Use. The Software Service is not a substitute for regular trailer or tractor maintenance or repair. The Software Service is not intended as a safety service but an efficiency service. The Software Service is not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous or critical environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems, or other application in which the failure of such a service could lead to death, personal injury, or severe physical or environmental damage. Customer will not use the Software Service, or permit the Software Service to be used, for such fail-safe or critical applications, and further agrees to indemnify Road Ready and its employees, officers, directors, agents, Affiliates, successors and assigns against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' or other professional fees, arising out of any personal injury, death or damage to property or breach of Customer's obligations in this Section 5.

**EXHIBIT A**

**SERVICE LEVELS**

**A. SOFTWARE SERVICE**

**1. System Availability**

Road Ready will take all appropriate measures in terms of redundancy, monitoring and platform management to provide availability of the Software Service.

The Software Service shall be available via the Internet 99.5% of the time measured monthly from the first date of the month following the Software Service Activation Date in the applicable Order. Notwithstanding the foregoing, Planned Maintenance described in Section 5 Below and force majeure events described in Section 10 of the Agreement shall be excluded from the calculation of availability of the Software Service.

**B. MAINTENANCE AND SUPPORT SERVICES**

Maintenance and Support Services shall include maintenance of the Software Service and Client platform including corrective maintenance and enhancements and a customer support service for the Software Service and Client platform as set out below.

**2. Support Services**

**a. Problem Notification**

Problems may be reported to the Road Ready support center by email or telephone. Client must provide a full description of the problem.

**b. Problem Acknowledgement**

Upon receipt of a problem notification the Company shall respond to the Client, within the time frame set out in sections 4 of this SLA, based on the severity and type of problem.

High severity problems shall automatically be notified to the Company's support manager and the relationship manager or customer account manager.

**c. Problem Resolution**

Each problem resolution is communicated to the user who reported it and to the Client administrator via email. Fixed software defects are summarized in the description note of each feature, Patch or Release.

**3. Support Hours**

**a. Standard Support**

Road Ready offers support for the Software Service and Services during normal business hours (7 am – 5 pm prevailing Eastern Time).

**4. Problem Resolution**

**a. Problem Severity Classification**

<b>Severity</b>	<b>Description</b>
<b>High</b>	A problem is classified as high if: <ul style="list-style-type: none"><li>• the Software Service is not available to the Client; or</li><li>• the Client cannot log in; or</li><li>• there appear to be serious performance or access problems; or</li><li>• a key system feature is not accessible and no workaround is possible; or</li></ul>

	<ul style="list-style-type: none"> <li>there are other problems which result in loss of availability of the Software Service.</li> </ul>
<b>Medium</b>	<p>A problem is classified as medium if:</p> <ul style="list-style-type: none"> <li>A key system feature or service is unavailable but a workaround is possible; or</li> <li>other features are not operational;</li> </ul> <p>and the availability of the Software Service is not affected.</p>
<b>Low</b>	<p>A problem is classified as low if:</p> <ul style="list-style-type: none"> <li>there are visual or behavior inconsistencies in the Software Service that make the usage uncomfortable but do not prevent the use of key system features or access to sensitive pages; or</li> <li>there is any other problem.</li> </ul>

"Bug" means an unwanted or unintended malfunction of the Software Service that can be reproduced which does not affect the availability of the Software Service

**b. Response and Target Resolution Times**

Severity	Response Time	Mean Resolution Time for Incidents		Mean Resolution Time for Bugs	
		Temporary work around	Permanent	Temporary work around	Permanent
<b>High</b>	Within 1.5 On-Line Hours	3 On-Line Hours	5 On-Line Hours	1 Business Day	3 Business Days
<b>Medium</b>	Within 2 On-Line Hours	4 On-Line Hours	1 Business Day	<b>Next Release</b>	
<b>Low</b>	Within 1 Business Day	4 Business Days	7 Business Days	<b>Next Release</b>	

\*On-Line hours means hours between the time of 9am EST and 5pm EST on business days.

**5. Maintenance**

**a. Maintenance**

Road Ready will carry out maintenance on an ad hoc basis and will notify Customers within a reasonable time of the maintenance event.

**b. Emergency Maintenance**

Road Ready shall where possible, provide the Client with prior notice of Emergency Maintenance. However, work may commence at any time and shall continue until completed. Road Ready shall attempt, but cannot guarantee scheduling Emergency Maintenance during non On-Line Hours.

**c. Service Reports**

The following service logs and reports can be provided to the Client on request, free of charge:

**Standard Service Reports**

Name	Content
Patch and Release content	Overview of corrective Patches and Releases.

Any other service reports required by Client will be provided as an optional service, available on demand, upon payment of an additional fee.

## **6. Client's Obligations**

The Client has the following obligations under this SLA:

- use frequently updated, industry standard virus protection software to ensure that files uploaded to the Software Service are free of viruses, spyware, malware, and other malicious code.
- to inform the Company without delay of any problems with the Software Service or Services;
- to purchase upgrades for its own software, if necessary, for the error free operation of its own software with the Software Service;
- to check its systems for the most commonly known worms and viruses.