

Shell Telematics Solution General Terms and Conditions (the “Telematics Agreement”)

The following terms and conditions shall govern the provision of the Telematics Solution by Shell Malaysia Trading Sdn Bhd (Company No. 196501000279 (6087-M)) (“Shell”) to the Customer (as defined below) and are supplemental to, and shall be read in conjunction with, the Shell Fuel Card General Terms and Conditions. Shell and the Customer shall be referred to as “Parties” and each a “Party”. To the extent the Shell Card General Terms and Conditions and these the terms and conditions of the Telematics Agreement are in conflict, the Telematics Agreement will prevail in relation to the provision of the Telematics Solution.

The terms and conditions of Telematics Agreement, as amended, varied or supplemented from time to time, shall override any terms and conditions stipulated, incorporated or referred to by the Customer whether in any marketing material or elsewhere unless expressly agreed in writing between the parties.

1. Definitions and Interpretation

In addition to the definitions set out in the Shell Fuel Card General Terms and Conditions, the following words, terms or expressions shall have the following meanings:

“Anti-Corruption Laws” means the (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person.

“Affiliate” means a Party’s ultimate parent company or a legal entity which the Party or the Party’s ultimate parent company directly or indirectly, through one or more intermediaries, controls. For this purpose: (i) a company is directly controlled by another company or companies if that latter company beneficially owns or those latter companies together beneficially own fifty per cent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (ii) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.

“Charges” means the Product Charges and any other charges as set out in Offer Form to be paid by the Customer in connection with the Telematics Solution and any other reasonable charges notified to the Customer by Shell at any time and from time to time.

“Consequential Loss” means (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the Telematics Agreement.

“Customer” means any body corporate, partnership, group, firm or other person(s) that has agreed to subscribe to the Shell Telematics Solutions. References to ‘Customer’ in this Telematics Agreement shall include any reference to ‘Principal Cardholder’ within the Shell Fuel Cards Agreement.

“Data” means in relation to either party whose data is required to be stored pursuant to this Telematics

Agreement (a “Data Controller”), means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the other party by or on behalf of the Data Controller or to the Data Controller by or on behalf of the other party; or
- (ii) generated, processed, stored or transmitted by the Data Controller pursuant to this Telematics Agreement.

“Driver ID and Driver Fob” means driver identification enabled devices which may include but are not limited to a buzzer, iButton reader and an iButton fob which is used to identify an individual driver of the Customer.

“Effective Date” means the date on which the first Hardware is installed on the Customer’s first Vehicle for the Telematics Solution.

“Government Official” means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

“Hardware” means any hardware required to enable the Telematics Solution delivery to the Customer (which may include but is not limited to the following: telematics “dongle”, antenna and power supply as specified by the Customer as well as any Driver ID and Driver Fob, or any other hardware as required), which shall be installed in a Vehicle to enable the provision of the Telematics Solution. For the avoidance of doubt, this shall specifically include Rental Equipment as well as any hardware rented, leased and/or loaned to the Customer in accordance with this Telematics Agreement.

“HSSE” means health, safety, security and environment;

“HSSE Standards” means (a) all HSSE policies, manuals, standards, rules and procedures, as communicated by Shell to the Customer at any time and from time to time;

“In-put Material” means all information, Data, materials, branding and any other IP Rights provided by the Customer for use in the Telematics Solution

“Insolvency Event” occurs when a Person (a) stops or suspends, or threatens to stop or suspend , payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up or bankruptcy of that Person; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of receiver, trustee in bankruptcy, or similar officer; (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of

the Insolvency Events listed above.

“IP Rights” means any of the following existing anywhere in the world:

- (i) copyright, design rights (registered or unregistered), patents, inventions, logos, business names, service marks and trade marks (registered or unregistered), internet domain names, moral rights, rights in databases, data, source code, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off;
- (ii) applications for registration, and the right to apply for registration, for any of these rights; and
- (iii) all other intellectual property rights and equivalent or similar forms of protection.

“Laws” means all applicable national, municipal or state statutes, ordinances or other laws (including but not limited to anti-bribery laws), regulations, by-laws or any rules, codes or directions or any licence, consent, permit, authorisation or other approval required by any public body or authority, local or national agency, department, inspector, ministry, official or public or statutory person (whether autonomous or not).

“Offer Form” means the application form completed and/or signed by or on behalf of the Customer relating to the acceptance of the provision of the Services in accordance with this Telematics Agreement.

“Personal Data” means any information relating to an identified or identifiable individual, unless otherwise defined under applicable Laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. For the avoidance of doubt, the Telematics Data contains Personal Data.

“Restricted Party” means (a) any person targeted by national, regional, or multilateral trade or economic sanctions under Applicable Laws; (b) any person designated on the United Nations Financial Sanctions List, European Union (EU) or EU Member State Consolidated Lists, US Department of Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists, or US Department of Commerce Denied Persons List, in force from time to time; or (c) any affiliates or related parties of such persons; and (d) any person acting on behalf of a person referred to in the foregoing.

“Related Party” means in relation to a Party

- (i) any of its Affiliates;
- (ii) any person employed by that Party or its Affiliates;
- (iii) any director or other officer of that Party or its Affiliates; and
- (iv) any person acting for or on behalf of that Party or its Affiliates.

“Shell Card General Terms and Conditions” means the latest prevailing terms and conditions which govern the use of fuel cards issued by Shell to the Customer and updated from time to time;

“Shell Cards Agreement” means the agreement entered into by Shell and the Customer for the usage of fuel cards issued by Shell to the Customer;

“Shell Group” means Royal Dutch Shell plc and any company (including, for the avoidance of doubt, Shell) which is for the time being directly or indirectly controlled by Royal Dutch Shell plc.

“Telematics Agreement” means these Shell Telematics general terms and conditions, which govern the provision of the Telematics Solution and shall include any appendices, schedules and attachments, all as amended, varied or updated from time to time;

“Telematics Data” means any Data collected, collated or derived from the use of the Telematics Solution by the Customer;

“Telematics Solution” means the series of functionalities for the purpose of vehicle tracking and management enabled by the Hardware provided by Shell to the Customer pursuant to this Telematics Agreement;

“Unauthorised Purpose” has the meaning given to that term in Clause 7.1.

“Usage Period” means the period from the Hardware is installed on the Customer’s Vehicles and Customer’s access to the Shell Telematics Portal and/or Shell Telematics App is enabled.

“Vehicle” means any vehicle legally owned, hired or leased by the Customer and which the Customer has designated for the installation of the Hardware.

“Working Day” means a day which is not a Saturday, Sunday or a Bank Holiday in Malaysia.

“Working Hours” shall mean 0830 – 1800 Malaysia Time on Working Days with the exception, to the extent relevant to the Telematics Solution concerned, of any hours which are not considered to be working hours under any assumed contract.

2. Provision of Telematics Solution

- 2.1. Subject to acceptance by Shell of the Customer’s application for the Telematics Solution, Shell agrees to provide the Telematics Solution to the Customer in accordance with this Telematics Agreement.
- 2.2. The Telematics Solution will be provided both via an internet portal (the “Shell Telematics Portal”) and/or a mobile phone application (“Shell Telematics App”).

3. Hardware

- 3.1. Customer shall pay an installation fee to Shell upon completion of installation of the Hardware in a Vehicle.
- 3.2. Title to the Hardware transfers from Shell to the Customer when Shell or its relevant licensors receive payment for the Hardware in accordance with the Telematics Agreement.
- 3.3. The Customer shall accept the Hardware in the condition in which they are at the date of installation of the Hardware into the Customer’s Vehicles. Shell does not in any way represent or warrant that the Hardware will be (i) without fault, defect or deficiency; (ii) new on delivery; and (iii) in strict

conformance with any specification, drawing or description supplied by Shell to the Customer, unless otherwise agreed. Following acceptance by the Customer of the Hardware upon installation, all warranties expressed or implied by statute, common law, custom, usage or otherwise are expressly excluded.

- 3.4. The Customer shall at all times:
- (a) procure that the Hardware is used in accordance with Shell's instructions as may be notified to the Customer, and as may be updated by Shell at any time and from time to time;
 - (b) exercise due care to safeguard each item of Hardware and not permit any alterations, adjustments, connections, disconnections or repairs without prior authorisation by Shell in writing; and
 - (c) inform Shell as soon as the Customer becomes aware of any damage to, defect in, loss or theft of the Hardware.
- 3.5. In the event the Customer also signs up for Driver ID and Driver Fob, the Customer will need to notify Shell in writing of the specific driver identity per Vehicle for use of Driver ID and Driver Fob. Shell will provide two (2) Driver Fobs per Driver ID installation. The processing of Personal Data of the drivers covered by Driver ID and Driver Fob Services shall be subject to the provisions of Clause 12 below.

4. Shell Telematics Portal and Shell Telematics App

- 4.1. By using the Telematics Solution, the Customer shall consent to and shall ensure its users and drivers acknowledge, are aware of and consent to the terms of use and data privacy policy set out within the Shell Telematics Portal and the Shell Telematics App as set out by Shell and as updated from time to time. The processing of Personal Data of the drivers shall be governed by the provisions of Clause 12 below. If Customer's users intend to sell or give away the mobile device on which the Shell Telematics App is installed, the Customer shall ensure its users and drivers must uninstall the Shell Telematics App from such mobile devices to prevent the use of any Shell Telematics App data by an unintended recipient. Upon the termination of the Telematics Solution by Shell or the Customer, the Customer and its users and drivers shall no longer have any access to the Shell Telematics App and the Shell Telematics Portal.
- 4.2. The Shell Telematics functionalities accessible either via the Shell Telematics Portal and/or the Shell Telematics App, will include, but not limited to the following –
- (a) Live Map
 - (b) Journey History
 - (c) Driver Performance
 - (d) Vehicle Performance
 - (e) Geo Plus
 - (f) Business/private mileage
 - (g) Privacy

**The Customer acknowledges that not all the above functionalities are available on the Shell Telematics App.*

- 4.3. The Shell Telematics Portal and the Shell Telematics App enable Customer and its users to access

and process information related to their Vehicles installed with the Telematics Solution, which includes but is not limited to the following:

- (a) View real-time information about the Customer's Vehicles (eg location of Vehicles and drivers of the Vehicles);
- (b) Monitor driver behaviour and view analytics on driver behaviour;
- (c) Change settings for the Services in tracking drivers setting up of groups of drivers;
- (d) Set location alerts and reminders for location-based events (eg when driver A is in an unauthorised area or uses an unauthorised route; and
- (e) analyse such information using reporting facilities.

4.4. The Customer shall nominate (in writing) a user to be set up as an administrator of, and who will be able to add users to, the Customer's account(s) for the Shell Telematics Portal and/or the Shell Telematics App. All users will be allocated (via email) a password and/or a user ID to enable them to use the Shell Telematics Portal and/or the Shell Telematics App.

4.5. The Customer undertakes that users are authorised to represent it, agrees that it is responsible for the safekeeping of passwords and/or user ID's, and that it will (and will ensure users do) comply with any instructions Shell may issue regarding use of the Shell Telematics Portal and the Shell Telematics App, including security measures such as password changes. The Customer is liable for the use of the Shell Telematics Portal and the Shell Telematics App by any person, authorised or unauthorised, who accesses the Shell Telematics Portal and the Shell Telematics App using any passwords and/or user IDs issued to the Customer even if the Customer has not consented to such use or was unaware of it, unless the use occurs three (3) working days or more after Shell has received a written request from the Customer to block access and his access information. If unauthorised transmission of user name and/or password has occurred, the Customer shall notify Shell immediately in writing to have these reset or changed. Shell shall not be liable for improper use of user names and passwords within and/ or in the control of the Customer's organisation.

4.6. The Customer shall (and shall ensure all users shall) report any malfunction of the Shell Telematics Portal and the Shell Telematics App to Shell without delay.

4.7. Whilst users are entitled to review the Data obtained via the Shell Telematics Portal and the Shell Telematics App and distribute it within the Customer's organisation, Shell's prior written approval will be required for any other use (including reproduction or publication) of such Data. Users are not permitted to make the Shell Telematics Portal and the Shell Telematics App, or any Data derived from the use of such, available to any third party.

4.8. Shell reserves the right to:

- (a) alter the format or content of the Shell Telematics Portal and the Shell Telematics App;
- (b) undertake such maintenance, repair or improvement to the Shell Telematics Portal and the Shell Telematics App as may be required for their proper functioning, in which case it may suspend the Shell Telematics Portal and the Shell Telematics App (without notice in the case of an emergency) and/or give such instructions to users as it deems reasonably necessary; and/or
- (c) suspend the Shell Telematics Portal and the Shell Telematics App or deny any users access in the event of breach of this Telematics Agreement.

- 4.9. The Customer accepts the Shell Telematics Portal and the Shell Telematics App and the Data available via these platforms are on an “as is where is” basis and any use of the Shell Telematics Portal and the Shell Telematics App shall be undertaken at the users’ account and risk. Whilst Shell uses reasonable skill and care to ensure that the Shell Telematics Portal and the Shell Telematics App are available and the Data provided via the Shell Telematics Portal and the Shell Telematics App is accurate and complete, it cannot provide any guarantee in relation such availability or Data. Shell is not responsible for the consequences of changes made to the functionality of the Hardware, or the Telematics Solution via the Shell Telematics Portal and the Shell Telematics App.
- 4.10. Shell reserves the right to change the design of the Shell Telematics Portal and Shell Telematics App at any time and the nature and manner in which the Data within it are displayed.

5. Service Desk

- 5.1. Shell will provide a service desk that will be the point of contact for all Customers of the Telematics Solution and which will provide response to telephone calls or emails during Working Hours.
- 5.2. Complaint/Issue/Incident Follow up, Resolution and Continuous Improvement
- (a) Shell shall investigate and manage the Customer’s complaints, issues and incidents regarding the Telematics Solution, and will apply reasonably appropriate measures to ensure non-recurrence of such relevant complaint, issue or incident, if they are substantiated.
 - (b) If Shell is unable to resolve or repair previously accepted and operating Hardware or where the Telematics Solution have deteriorated such that Shell is unable to resolve , then Shell will, at its own cost and expense remove and reinstall the Hardware, unless the issue or incident is due to damage to the Hardware or Telematics Solution arising:
 - (i) Out of or due to fault of the Customer;
 - (ii) From the Customer’s modifying or tampering with the Hardware from its condition as at the point of installation.
 - (c) For the avoidance of doubt, where Shell has determined, in its sole discretion, that the issue or incident is due to damage to the Hardware or Telematics Solution arising from the reasons stated in Clause 5.2(b)(i) and (ii) hereof, the Customer shall bear the full costs and expenses of such removal and reinstallation, including costs of the replaced Hardware.

6. Connectivity

- 6.1. Shell does not guarantee either that GPS or the mobile communication connectivity will support the functionality offered by the Telematics Solution at all times, or that the Customer will successfully be able to use the Telematics Solution for the intended purposes, on the grounds that such use depends in part on circumstances that lie outside Shell’s reasonable control, including such circumstances for which the Customer is responsible.
- 6.2. The electronic data transmission connectivity provided as part of the Telematics Solution may be subject to limitations and inaccuracies that lie outside Shell’s control and Shell shall not be liable for such limitations and inaccuracies. This provision relates to the availability of the mobile communication and Internet access as well as any other part of the services provided by third parties.

7. Unauthorised Purpose

- 7.1. Customer shall not use the Telematics Solution for any Unauthorised Purpose or in such a manner as to interfere with use by other customers of the Telematics Solution. "Unauthorised Purpose" includes: (i) access to, use of, alteration of, or destruction of the data files, programs, procedures, or information of Customer or any other Shell customer, (ii) use with the intent to reverse engineer or clone the Telematics Solution or Hardware, or (iii) use for any illegal or fraudulent purpose including, without limitation, Customer providing unauthorized access or use of the Telematics Solution and Shell network management centre to a third party. Shell may, without liability, discontinue the Telematics Solution to prevent use for an Unauthorized Purpose or in response to an order from a regulatory or a government agency.

8. Rights Reserved by Shell

- 8.1. Shell shall be entitled at its sole discretion to revise the Telematics Solution at any time and will use reasonable endeavours to notify the Customer of such revisions. Shell reserves the right and shall be entitled at any time to: (1) add, delete or make changes to the Telematics Solution; (2) add or substitute Hardware or any part of the Telematics Solution; (3) upgrade or update any software currently in use in the or Hardware.
- 8.2. Should Shell exercise any of the rights reserved, the Customer shall remain liable to pay the Charges in full.
- 8.3. Shell also reserves the right at any time and from time to time to amend the terms and conditions of this Telematics Agreement and/or such other terms and conditions agreed or accepted by the Customer. Such amendments will take effect as from such date as Shell may determine and the Customer may be notified of such amendments from time to time.

9. Charges

- 9.1. The Shell Telematics Solution is subject to the Charges, fees, and other payments as set out in the Offer Form or as otherwise agreed to by parties in writing.
- 9.2. Taxes

All Charges, fees, payments or values of consideration provided for under this Telematics Agreement are exclusive of Goods and Services Tax ("GST") chargeable under the Singapore Goods and Services Tax Act (Cap 117A) which, if applicable, will (unless specifically provided otherwise) be borne by the respective recipients of the relevant supply and are payable in accordance with the Singapore Goods and Services Tax Act (Cap 117A). Where GST is chargeable under the Singapore Goods and Services Tax Act (Cap 117A), an invoice in compliance with Regulation 11 of the GST (General Regulation) will be issued to the Customer.

10. Invoicing

- 10.1. All Charges shall be invoiced by Shell on the terms applicable to the Customer under the Shell Card

Terms & Conditions. Specifically for any installation charges, such Charges will appear in the invoice within the same month if installation takes place before the 25th of that month. If installation takes place after the 25th, it will appear in the following month's invoice.

11. Payment

- 11.1. Payment by the Customer of any amount owed under this Telematics Agreement shall be made directly by the Customer, in the currency set out in the relevant invoice and, unless agreed otherwise by Shell in the Application, shall be made by means of payment in line with Customer's current payment methods for the Shell Card.
- 11.2. Settlement shall be in respect of the whole amount of all invoices due and owing at such date. The Principal Cardholder may only use a third party to make payment on its behalf with Shell's prior written consent.
- 11.3. Without prejudice to Shell's right to terminate this Telematics Agreement, Shell reserves the right to charge interest on late payment and compensation for debt recovery costs to the maximum extent permitted under applicable law.
- 11.4. The Customer shall be liable for the payment of a Late Payment Charges for each unpaid direct debit or for any other method of payment which Shell agrees to in the Offer Form and which fails to clear.
- 11.5. Security and Financial Limits
 - (a) Shell reserves the right to call for any form of security in respect of the Hardware, the Charges and the Services and any other sums due under this Telematics Agreement. The provision of security shall not affect the Customer's liability under this Telematics Agreement.
 - (b) If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Shell's right to recover all amounts due from the Customer, Shell may terminate this Telematics Agreement immediately on notification to Customer.
- 11.6. No Set-Off
 - (a) All payments made by the Customer or any credits or refunds due to the Customer shall be applied first in settlement of any interest due and secondly by Shell in its absolute discretion in reduction of any amount due to Shell under this Telematics Agreement.
 - (b) To the extent permitted by applicable law, no set off or counter claim shall be made against Shell in respect of a claim by any Customer against Shell.

12. Personal Data

- 12.1. Any Telematics Data collected through the Hardware, the Shell Telematics Portal or Shell Telematics App will be provided to Shell in its capacity of Data Controller and shall be transferred to the third party developer of the Telematics Solution, Shell's authorised suppliers that are permitted to supply products and/or services to Shell for the Shell Telematics Solution acting in its capacity of Data Processor. By use of the Shell Telematics Portal, downloading and activating the Shell Telematics App on any mobile device, or by installing the Hardware in the Vehicle, Customer

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consents to the collection, use, and processing of Personal Data for the purposes as set out in Clause 12.3 below and in line with the Data Use Policy at Appendix 1 as well as any further and additional Privacy Policy for the Shell Telematics Portal that shall be communicated to the drivers and the users of the Shell Telematics Portal and/or the Shell Telematics App.

- 12.2. The Parties hereby acknowledge that the Customer, in its capacity as independent Data Controller, has provided to Shell the Personal Data of the drivers using the Vehicles subject to Telematics Solution rendered under this Telematics Agreement.
- 12.3. In the course of performing this Telematics Agreement and/or for the purposes as set out below, the Customer consents and agrees (with respect to its Personal Data) and where any Personal Data is from any user of the Shell Telematics Portal or Shell Telematics App or driver of Customer, the Customer warrants and assures that it has notified such individuals about the processing of their Personal Data for the purposes of performance of the Telematics Agreement through the communication of the Shell Data Privacy Statement constituting Appendix 2 to this Agreement and if required, has procured or will procure the consent from such individuals to the collection, use, processing and transfer (whether inside or outside of Malaysia and the European Economic Area) of Personal Data by Shell, its Affiliated Companies and other authorised agents or service providers (including but not limited to payment banks and debt collection agencies) for the purposes of the transactions and performance contemplated under this Telematics Agreement for the purposes:
- maintaining and promoting contact and relationship with Customer and the drivers;
 - analysis of the Telematics Data
 - the processing and recovery of payments;
 - account management including account verification (that is, ensuring that only Customer or individuals Customer has authorized can access Customer's account and information);
 - customer service and development;
 - performance of and analysis of market surveys and marketing strategies;
 - research
 - promotions and contests offered to Shell customers, including offering Customer and its drivers' digital rewards to recognise Customer and its drivers as valued customers; and
 - maintenance of Hardware and the Telematics Solution (contacting customer for installation, uninstallation and fixes)
- 12.4. Shell will implement appropriate and reasonable security measures to protect the Telematics Data, including Personal Data, against unlawful or unauthorised (i) destruction (ii) loss (iii) alteration (iv) disclosure or (v) access. Shell will protect Personal Data against all other forms of unlawful processing, beyond what is necessary for the performance of the Telematics Solution.
- 12.5. If the Customer has terminated the Telematics Solution hereunder, Shell shall procure and ensure that Shell's authorised suppliers company that is permitted to supply products and/or services to Shell for the Shell Telematics Solution shall remove, destroy, anonymise or delete any Personal Data collected, transferred, processed and retained in the performance of the Services hereunder, within a reasonable timeframe in accordance with the Personal Data Protection Act 2010.

13. Intellectual Property

- 13.1. Customer acknowledges that all IP Rights in all materials, documentation, software or other

information (including computerised information) provided by Shell to Customer in the use of the Hardware or the performance of the Telematics Solution is the property of and will at all times remain vested in Shell (or its relevant licensors) and nothing in this Telematics Agreement shall operate to assign any such rights to the Customer. For the avoidance of doubt, the Customer shall be no right, title or interest in the Shell Telematics Solution.

- 13.2. Save as granted under this Telematics Agreement, neither the Customer nor Shell shall acquire any right, title or interest in the other's IP Rights.
- 13.3. All IP Rights in:
 - (a) Any improvements or enhancements to the Hardware or Telematics Solution shall belong to and vest in Shell (or its licensors); and
 - (b) the Telematics Data, including any database rights, shall belong to and vest in Shell.
- 13.4. Customer shall have a royalty free, non-exclusive, non-transferable, revocable licence to use such material, documentation and software relating to the Shell Telematics solely to use the Telematics Solution provided under this Telematics Agreement (including any updates, improvements or enhancements).
- 13.5. The Customer shall grant to Shell a royalty free, non-exclusive, non-transferable licence during the Usage Period to use the Input Material as is necessary for the sole purpose of enabling Shell and or its relevant licensors to perform its obligations in relation to the Telematics Solution and/or for Shell or its relevant licensors' internal business purposes.
- 13.6. The Customer shall not copy such material, documentation or software or alter, modify, adapt, translate, decompile, disassemble, reverse engineer or create derivative works of the Shell Telematics or the Telematics Solution.

14. Termination

- 14.1. Notwithstanding the termination rights below, this Telematics Agreement will terminate automatically if the Shell Card Agreement between the Customer and Shell is terminated or expired (and not renewed), unless otherwise agreed.
- 14.2. Shell shall have the right, in its sole discretion to suspend or terminate the Customer's access to the Telematics Solution with seven (7) days' written notice should the following events occur: -
 - (a) The Customer breaches any of the terms and conditions of this Telematics Agreement, and where capable of remedy, Customer has still failed to rectify such breach within seven (7) days after Shell's notice to Customer to do so; and
 - (b) The Customer use the Telematics Solution and/or Hardware in a manner that is not in accordance with the instructions provided by Shell, or permitted hereunder or where determined inappropriate by Shell.
- 14.3. Shell shall have the right, in its sole discretion to immediately terminate the Telematics Agreement by written notice to Customer, if in Shell's reasonable opinion, Customer or any of its Related Parties when performing work in connection with this Telematics Agreement:

- (a)
 - (i) commits any or causes Shell or any of its Related Parties to be in breach of applicable Anti-Bribery Laws and anti-money laundering laws;
 - (ii) breaches Clause **Error! Reference source not found.** of this Telematics Agreement;
 - (iii) commits any or causes Company or any of its Related Parties to be in breach of applicable competition laws; or
 - (iv) commits a material breach of the Laws not mentioned in paragraphs (i) and (iii) of this Clause 14.3(a) [i.e. (i) and (iii) immediately above];
- (b) any conflict of interest arises between Customer or any of its Related Parties and Shell or any of its Related Parties, unless accepted in writing by Shell;
- (c) The Customer is subject to an Insolvency Event;
- (d) The Customer and/or any of its Related Parties becomes a Restricted Party; or
- (e) The Customer and/or any of its Related Parties violates (in the opinion of Shell) HSSE Standards in connection with these Telematic Solution.

If this Telematics Agreement is terminated the provisions of Clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** shall survive the termination or expiry of this Telematics Agreement.

15. Liability

- 15.1. Save to the extent that such liability cannot by law be limited or excluded, and notwithstanding anything to the contrary in this Telematics Agreement, neither Shell nor any member of the Shell Group shall be liable for any Consequential Loss suffered by the Customer or by any third party in connection with any Hardware or the use of the Shell Telematics Solution, Shell Telematics Portal or Shell Telematics App.
- 15.2. Further, Shell shall not be liable to any Customer or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of:
 - (a) independent contractors engaged by Shell including but not limited to any of Shell's relevant licensors, or their employees, contractors or agents; and
 - (b) any participant of the Shell Telematics Solution including but not limited any employees of the Customer, or its customers or agents.
- 15.3. The Customer acknowledges and agrees that the Telematics Solution including the Hardware, Shell Telematics Portal or Shell Telematics App and any related content or functionalities are provided "AS IS AND WITH ALL FAULTS", and are used at the Customer's risk, without any warranties of any kind, including but not limited to fitness for purpose, reliability, availability, accuracy or completeness of responses, virus free, uninterrupted or error free operation.

16. Transfers

- 16.1. The Telematics Agreement is personal to the Customer and the Customer shall not be entitled to

assign, transfer, mortgage or charge all or any of its rights, interests or obligations under this Telematics Agreement.

17. Law and Jurisdiction

- 17.1. The provisions of this Telematics Agreement shall be governed by the laws of Malaysia and the parties hereby agree that any dispute or claim arising hereunder shall be submitted to the exclusive jurisdiction of the Malaysian Courts.

18. Compliance with Anti- -Corruption Laws

- a) Each Party represents and warrants that, in connection with this Agreement and the business resulting therefrom, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to Anti-Corruption Laws.
- b) Customer represents and warrants to Shell that its payments to Shell shall not constitute the proceeds of crime in contravention of Anti-Corruption Laws..
- c) Shell may terminate this Agreement immediately upon written notice to the Customer, if in its reasonable judgment supported by credible evidence, the Customer is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance. Nothing in this Agreement shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with Anti-Corruption Laws..
- d) Unless the Customer has received the prior written consent of Shell, only the Customer (and not its affiliate or a third party) shall pay the invoice from Shell.

APPENDIX 1
SHELL TELEMATICS SOLUTION
Data Use Policy

Shell Malaysia Trading Sdn Bhd (“Shell”) is responsible for the use of the data described below.

Use of Data

Data supplied by an applicant for the Shell Telematics Solution, and/or which relates to the account of a Customer, may be used or analysed by Shell Group in order to:

- process the application;
- establish any identity of the Customer’s drivers;
- operate the Customer’s account(s);
- facilitate access to and use of the Shell Telematics Portal and the Shell Telematics App;
- create reports as requested by the Customer based on the Telematics Data on the performance of the Customer’s fleet of drivers and performance of the Customer’s Vehicles;
- assess and/or review a Customer’s credit status and/or payment record on an ongoing basis;
- conduct customer screening for trade controls purposes;
- make decisions in relation to any Customer, including (without limitation), whether or not to limit the credit available, require (additional) security, suspend the provision of Services or Hardware or terminate the Telematics Agreement;
- trace debtors / recover debt;
- confirm, update and enhance Shell customer records;
- monitor volume and spend information;
- conduct market research and/or statistical analysis (for example in relation to credit, insurance and fraud);
- identify and (if possible) prevent money laundering and fraud; and
- for marketing purposes (subject to consents obtained and/or objections received thereafter, for which see below).

In each case the processing will take place at any time during the course of the application process and/or the Telematics Agreement, and may continue after that Telematics Agreement has ended for limited purposes (invoicing cycle, compliance with legal, fiscal and/or contractual requirements including internal audit).

Recipients and Sources of Data

Members of the Shell Group may therefore disclose data relating to a Customer, a user, driver and/or a driver’s account(s) to, or obtain data from, any of the following:

- the participants in the Shell Telematics Solution, and/or any other company that is permitted to supply products and/or services to Shell for the Shell Telematics Solution;
- any agents, service providers and/or subcontractors of the Shell Group;
- any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under the Shell Telematics Agreement;
- referees, guarantors or other persons providing references or security in relation to a Customer’s obligations;
- credit reference and/or fraud prevention agencies (e.g. Experian and CIFAS); and/or
- any other person(s) required or permitted by law or any regulatory authority.

In each case the recipients of the data may be located in countries outside Malaysia and the European Economic Area that do not have laws to protect personal information, however in these circumstances Shell will use all reasonable endeavours to ensure that any personal data is appropriately protected.

Please note that data will be held on Shell Group IT systems, and that in some circumstances this may be accessed by other companies or individuals associated with a Customer (for example representatives of other companies in the same company group as the Customer).

Aggregated Data

You acknowledge that Shell and its Suppliers compile, store and use aggregated data and system usage information to monitor and improve the Products and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Our supplier will not attempt to disaggregate the data or re-associate it with a device without your consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.

Marketing

Whether an application for the Shell Telematics Solution is successful or not, members of the Shell Group wish to use the information supplied in an application and/or during the course of any Shell Telematics Agreement, to send any applicant or Customer, or their representatives, information about goods and/or services offered by members of the Shell Group which may be of interest. Such person(s) will be given the opportunity to indicate their consent to such contact by ticking a box on the relevant application form. Any person that wishes to withdraw such consent may do so by using the 'unsubscribe' facility on any marketing email.

Members of the Shell Group may also use the information supplied in an application and/or during the course of a Shell Telematics Agreement to contact Customers, drivers and/or their representatives regarding their use of the Hardware or Services. Any objection to such contact may be registered by: ticking the box supplied on the relevant application, nomination or registration form, or using the 'unsubscribe' facility on any related email.

Credit Checks

When processing an application and during the term of any Shell Telematics Agreement, Shell or its nominees may assess the creditworthiness of any applicant or Customer, as well as that of any person(s) associated with any Customer (creditworthiness may be assessed with reference to such associated persons). In assessing creditworthiness: (a) credit scoring or other automated decision making processes may be used; and (b) records held by credit reference agencies may be searched. The consumer credit history of individuals linked to a Customer may also be assessed, but only with their permission. The credit reference agencies will add details of the search and the application to their records, and these may be seen by other organisations that make searches. Information held by the credit reference agencies regarding any Customer may already be linked to records relating to associated persons, or the information provided may create such a link.

Contacting Shell

In the event that any applicant or Customer, or Customer's drivers becomes aware that their Shell Telematics related information is inaccurate, incomplete or needs updating in any respect, or wishes to access such information, they should contact 1300 22 8181.

Appendix 2

SHELL MALAYSIA TRADING SDN BHD PRIVACY STATEMENT FOR THE SHELL CARD and TELEMATICS

Your privacy matters to us so please take a moment to familiarise yourself with this Shell Malaysia Trading Sdn Bhd (“Shell”) Privacy Statement For The Shell Card and Telematics (“Privacy Statement”) and contact us if you have any questions or queries. This Privacy Statement complements the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com.my/shellcard, depending upon your location. What does this Privacy Statement cover?

This Privacy Statement provides information about personal data which is collected and processed in the context of the issuance and use of the **SHELL CARD** and your visits to the Shell websites related to the Shell Fleet Solutions business, including the Shell Cards Online Portal (SCOL) and Shell Fleet Hub Portal (SFH), as well as in the context of the **SHELL TELEMATICS SOLUTION**. The **SHELL TELEMATICS SOLUTION** collects real time information on the vehicle location, vehicle and driver’s performance, driver’s performance as well mileage, business/private trip distinction, depending on the option chosen by your employing or contracting company. Data is collected real time through technology installed in the vehicle. The purpose of the Telematics Solution is to increase safety and efficiency of the fleet of vehicles of **SHELL CARD** Customers.

When processing an application for a **SHELL CARD**, Shell or its affiliates (“the Shell Group”) may collect and process information that is necessary for assessing the status of the applicant. After the **SHELL CARD** is issued, the Shell Group may collect and process transactional and location information of the cardholders, which is collected in real time.

Source of data

If you have not provided your personal data directly to Shell, please be informed that Shell has obtained your personal data from your employing or contracting company who in turn will have ensured that your consent has been obtained if this is required.

Your data will be collected through the **SHELL TELEMATICS SOLUTION** either with a direct identifier to you as a driver (Driver ID) or through the application of other indirect identifiers.

What data do we process?

Depending on the exact services used by you and your company, Shell may process some or all of the following types of data:

- Business contact details including name, address, marketing preferences, email addresses, telephone numbers and language preferences.
- Director’s (and other associated persons’) details including name and birth date (these are required for anti-money laundering and anti-bribery and corruption purposes/ credit check)
- Transaction details including driver’s name, card number, vehicle identifier, products purchased, date, time and location.

Purposes for processing the data collected

Your personal data (as a driver) in a vehicle with installed **SHELL TELEMATICS SOLUTION** and/or a **SHELL CARD** cardholder is processed for the purposes:

- maintaining and improving the safety and efficiency of the fleet of vehicles of **SHELL CARD** Customers;
- in limited circumstances, personal data collected through the **SHELL TELEMATICS SOLUTION** may be used to address the consequences of traffic offences (including the notification to the competent law enforcement authorities), investigation of accidents and incidents as well as other internal investigations and audits;
- establish a cardholder's identity if this option has been requested by the employing or contracting company;
- operate the cardholder's account(s) and facilitate access to and use of the online services relating to **SHELL CARD**;
- assess and/or review the card status and/or purchase record of the **SHELL CARD** on an ongoing basis;
- conduct screening for trade controls and anti-bribery and corruption purposes;
- monitor volume and spend information;
- trace and recover **SHELL CARD** debt where the data refers to a company (representative);
- conduct aggregated market research and/or statistical analysis;
- identify and (if possible) prevent money laundering and fraud; and/or
- marketing and commercial communication subject to any consent obtained.

In each case the processing will take place at any time during the application process and/or the **SHELL CARD** and **SHELL TELEMATICS SOLUTION** Terms and Conditions, and may continue after that agreement has ended for limited purposes (invoicing cycle, compliance with legal, fiscal and/or contractual requirements including internal audit).

Marketing

Shell will only send marketing to individuals within your organisation if consent has been given or not withheld; individuals are free to withdraw their consent at any time. Consent may also be withdrawn at any time by your company's authorised representative. For more information please refer to the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com.my/shellcard, depending on your location.

Who is responsible for any personal data collected?

EuroShell Cards B.V. in cooperation with your local Shell Fuel Card contracting company: Shell Malaysia Trading Sdn Bhd, Menara Shell, No.211, Jalan Tun Sambanthan, 50470 Kuala Lumpur is the Data Controller for processing personal data.

Sharing your personal data

Your personal data that is collected as a part of the **SHELL FUEL CARDS** or **SHELL TELEMATICS SOLUTION** may be transferred within the Shell group, including to Shell companies in the Economic European Area ("EEA") for the purposes specified above.

Additionally, your personal data may be shared with or obtained from any of the following parties:

- the participants in the SHELL CARD scheme, such as the retailers and/or any other company that is permitted to supply products and/or services to SHELL CARD cardholders under the SHELL CARD scheme;
- any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under a SHELL CARD Terms and Conditions;
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to a cardholder's obligations e.g. Experian and CIFAS;

- insurance companies, in connection with insurance products that relate or might relate to the operation and/or leasing companies - in the event the cardholder has a vehicle leasing agreement, for the purpose of enabling these companies to monitor vehicle mileage and assess creditworthiness;

Except as set out in this Privacy Statement, we will not disclose your Personal Data without your permission unless we are legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals.

Your rights

You have the right of access to your Personal Data collected through the **SHELL FUEL CARD** and/or **SHELL TELEMATICS** Solution as well as the right to request correction or deletion of such Personal Data (but only where it is no longer required for a legitimate business purpose). For full details please refer to Global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com.my/shellcard, depending on your location.

Who can I contact for more information?

You can contact:

Contact Person :	Rachel Wong
Postal address :	Shell Malaysia Trading Sdn Bhd Menara Shell, No. 211, Jalan Tun Sambanthan 50470 Kuala Lumpur
Phone Number :	1300 22 8181
Fax Number :	1300 82 8283
E-mail address :	generalcardrequest-my@shell.com

APPENDIX [X]

TELEMATICS SOLUTION
END USER AGREEMENT [AND PRIVACY NOTICE]

OTHER PROVIDERS – TERMS & CONDITIONS OF USE

[Note for Shell Opcos and licensees: the Global Framework Agreement between euroShell Cards B.V. and Geotab requires the clauses below to be “flowed down” to customers.]

1. The Telematics Solution contains or functions in connection with software, services and other products offered by Geotab and Other Providers. Geotab requires us to pass on the terms and conditions in this Appendix [x] to You. Shell may update this EUA as and when required without notice.
2. This end user agreement (“EUA”) sets out important additional terms and conditions which apply to the use of the Telematics Solution and affect your rights and obligations.
3. You accept the terms and conditions in this Appendix 7 including any amendments that Geotab or the Other Providers make from time to time.
4. In addition to the provisions of clause 29 of the Agreement, Geotab is a third party beneficiary of this Annex and it is intended that this Annex can be enforced by Geotab.
5. If You do not agree to the terms of this EUA, You may not use the Telematics Solution (or any accompanying hardware and/or software).

[For the US only: the flow down term below hasn’t been reflected in the customer contracts as it was previously indicated that Shell wouldn’t offer this service. Geotab flow down term 3, Section XI, GFA:

“If COMPANY is reselling “Geotab Drive” as part of an Electronic Logging Device (“ELD”) solution or other components of CONTRACTOR’S ELD solution (including, without limitation, MyGeotab) on a White Label Basis, COMPANY shall be responsible for certifying COMPANY’S ELD solution with the appropriate regulators and keeping such registration and certification up-to-date.”]

SECTION A: GEOTAB TERMS

1. For the purposes of Sections A and B, references to: (A) “we”, “us” or “our” below mean [insert relevant local Shell entity]; and (B) “you” or “your” means the Principal Cardholder.
2. LICENSE. We grant You a limited, revocable, non-exclusive right to use any software, firmware, and intellectual property (collectively “software”) embodied in Telematics Solution solely for Your own internal business purposes and solely in connection with Your use of our in-vehicle telematics devices, on the condition and so long as You comply with all terms and conditions of this EUA. Except as otherwise provided herein, such rights are non-assignable, non-transferrable, and non-sublicensable. You may not extract, copy or use the software in connection with any other Product or for use on any other device.

3. **PRODUCTS OWNERSHIP.** The Telematics Solution is protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to You hereunder, except for the rights expressly granted to You under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Telematics Solution and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any mark, label, or legend from the Telematics Solution.
4. **PROTECTIVE MEASURES.** The Telematics Solution may contain technological measures (including the ability to disable the Telematics Solution) designed to prevent the illegal usage of software or other violations of this EUA or applicable law. You agree not to circumvent or attempt to circumvent such measures.
5. **UPDATES AND PATCHES.** We and our suppliers shall continuously improve our Telematics Solution and may, from time to time, cause software updates to be automatically installed with or without prior notification to You or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.
6. **RESTRICTIONS.** To the fullest extent permissible under applicable law, You agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of the Telematics Solution, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Telematics Solution; (c) use the Telematics Solution in a manner that violates laws or rights of others; (d) use the Telematics Solution: as part of a failsafe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems or munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.
7. **COMPLIANCE.** You shall comply with all applicable laws, including export control laws and regulations of the European Union, USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Telematics Solution cannot be exported to, or used in, countries listed on Canada's Area Control List, including (as of the date of this EUA) North Korea as well as China and Russia. Your obligations in the Agreement in relation to Trade Control Laws and Anti-bribery Laws apply equally to the Telematics Solution.
8. **SECURITY.** You should keep all user identification and passwords (Your "Login Credentials") secure. You are solely responsible for any actions taken using Your Login Credentials. If You believe the security of Your Login Credentials has been compromised, or You suspect unauthorized use, You must promptly notify us. We and our suppliers will be entitled to treat all communications, instructions and transactions as authorized by You if Your Login Credentials are used, unless You have notified us of a compromise or unauthorized use of Your Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on Your

account, we and our suppliers reserve the right to terminate or suspend Your access to our website or any applicable services or both and will use reasonable efforts to contact You.

9. **CONFIDENTIALITY AND DATA TRANSFER.** We and our suppliers will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control and make these measures and policies available to You on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the Telematics Solution. You shall not provide third parties with access to any software and non-public information in and regarding the Telematics Solution and any other confidential information that we or our suppliers provide without our prior written consent, except to Your own employees, subject to adequate confidentiality agreements.
10. **YOUR VEHICLE DATA.** With respect to any vehicle data generated by and associated with the devices installed in Your vehicles (“Individual Vehicle Data”) that is transmitted or processed using the Telematics Solution, You hereby instruct us and our suppliers and grant us and our suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us and our suppliers, including the provision, administration, troubleshooting and improvement of the Telematics Solution or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in Your vehicle database (such as vehicle VIN), from time to time in certain jurisdictions we or our suppliers may query, on a confidential basis, databases maintained by reputable third-party providers for additional information.
11. **AGGREGATED DATA.** You acknowledge that our supplier compiles, stores and uses aggregated data and system usage information to monitor and improve the Telematics Solution and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Our supplier will not attempt to disaggregate the data or re-associate it with a device without Your consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.
12. **FEEDBACK.** You understand and agree that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that You provide or which is made available to or gathered by our supplier arising from or related to Your use, testing, integration or evaluation of the Telematics Solution, including our supplier’s website and including in the course of utilizing support, maintenance or other services (“Feedback”), shall be jointly owned by Geotab and its suppliers as tenants in common (and for greater certainty, no party will have a duty to account to any other party and each party will be free to use, exploit, modify, transfer or sell Feedback or its rights therein or thereto without the consent of any other party). Without limiting the generality of the foregoing, Feedback may be used by Geotab and its suppliers to modify, enhance, maintain and improve the Telematics Solution or otherwise without any obligation or payment to You or to any of Your customers whatsoever.
13. **INSTALLATION WARNING.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Your vehicles. If You are uncertain that You have the requisite skills and understanding to install Telematics Solution, You must consult with an authorized reseller or installer. Improper installation can lead to short circuits

and the risk of fire, leading to personal injury or significant damage to Your vehicle. Installation or servicing may also require modifications to Your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install the Telematics Solution without adequate knowledge of our Telematics Solution, proper installation, configuration, servicing, repair or removal procedures, or Your vehicle may result in damage to the Product or Your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized reseller or installer will be at Your sole risk. You hereby release and forever discharge, and will indemnify and hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which You or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the same.

14. **ASSIGNMENT.** This Agreement and any rights granted to You under this EUA may not be transferred or assigned by You, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that You may assign this EUA in its entirety to a purchaser of all or substantially all of Your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to us. Subject to the foregoing, this EUA will inure to the benefit of and be binding upon the respective successors and permitted assigns of You and us. This EUA may be assigned or novated by us in our sole discretion by way of written notice to You.
15. **LIABILITY.** You agree that Geotab has no liability to You, whether direct, indirect, consequential or otherwise and You hereby waive any and all such claims and demands.

B. OTHER PROVIDER TERMS

1. By accepting the above terms, You also accept these Other Provider terms. The Telematics Solution contains or functions in connection with software, services and other products made or offered by companies that are not affiliated with us or Geotab, many of which require us to pass through their terms to You and/or require You to accept their terms as a condition to Your use of our Telematics Solution. These Other Provider terms contain important terms and conditions that affect Your rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider terms as part of the above terms, You agree to accept amended versions of such Other Provider terms. You agree that it is Your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

Other Provider terms of use and privacy policies:

Service	Provider(s) – terms set out below
Telematics Solution	Geotab
Data Storage	Geotab and Google Cloud Platform Terms

Posted Speed Limit Data	HERE
Maps	<ul style="list-style-type: none"> • Google Maps • HERE Maps • Mapbox
Wireless Telematics Solution	Geotab and its carriers

2. DATA STORAGE

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

Google Cloud Platform Terms

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

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of Your data.

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

3. POSTED SPEED LIMIT DATA

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

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

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

Internal Business Use Only. You agree to use this Speed Data together with the Telematics Solution and services for the internal business purposes for which You were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, You may copy this Speed Data only as necessary for Your internal business use to (i) view it, and (ii) save it, provided that You do not remove any copyright notices that appear and do not modify the Speed Data in any way. You agree not to otherwise

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reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

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

HERE End User Terms. Except for use as part of the Telematics Solution, where You have been specifically licensed by us and/or our supplier, You agree that You are bound by the HERE End User Terms, available at: <https://legal.here.com/en/terms/eula/us>.

4. GOOGLE MAPS TERMS

If You are using map data provided by Google, the following terms apply to You.

Google Universal Terms of Service. You agree to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/> .

Google Maps Terms. You agree to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. You agree to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. You agree to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. You agree to grant Google a license to use Your data to enable Google to provide and improve the map service and treat Your data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

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

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html .

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

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States

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Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

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

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

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

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

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

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

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

- 1) This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- 2) This computer software may be:
 - a) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - b) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - c) Reproduced for safekeeping (archives) or backup purposes;
 - d) Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
 - e) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and

- f) Used or copied for use with a replacement computer.
- g) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- h) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- i) This notice will be marked on any reproduction of this computer software, in whole or in part.

5. HERE MAPS TERMS

If You are using map data provided by HERE, the following terms apply to You.

HERE End-User Terms. You understand and acknowledge that map and related data or services provided by or through HERE (the "HERE Location Platform Services"), is subject to HERE's end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and "report and issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and You confirm that You accept and agree to such End User Terms.

6. MAPBOX MAP TERMS

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

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

US Government. If You are a US Government User there are modified/additional terms that apply to You; available at: <https://www.mapbox.com/usg-tos/>.

C. WIRELESS PROVIDER TERMS

These terms apply when the mobile data connectivity to the in-vehicle device are provided by the Telematics Solutions provider Geotab Inc. and apply equally to our provision of the Telematics Solutions to you.

You also accept these supplementary Wireless Provider Terms which Geotab Inc's wireless providers require Shell to pass through to You which relate to the wireless services used to transmit Individual Vehicle Data from the device installed in Your vehicle to the servers that deliver the Telematics Service. These Wireless Provider Terms contain important terms and conditions that affect Your rights and obligations. Some of the wireless carriers reserve the right to amend their terms from time to time, as specified below and by accepting such Wireless Provider Terms as part of this EUA, You agree to accept amended versions of such Wireless Provider Terms.

For the purposes of these supplementary wireless terms:

"You" means the legal entity that You represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. ("us" or "we"). References to the "underlying carrier" refer to the provider of the wireless communication services and references to "reseller" refer to any reseller of wireless services provided by an underlying carrier from whom we procure wireless communication services, such as an MVNO.

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1. You acknowledge that the services provided by the underlying carrier are made available only when the Telematics Solution are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier's reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the reseller's agreement with the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.
2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of Your details or other information over the internet; (c) if You desire to secure transmission of data, You must provide for Your own means of doing so; and (d) other than the in vehicle device and our servers used to provide the Telematics Service You assume full responsibility for the establishment of appropriate security measures to control access to Your own respective equipment and information. YOU UNDERSTAND THAT WE, THE RESELLER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT NONE OF US, THE RESELLER OR THE UNDERLYING CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.
3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to this EUA and the provision of wireless services, as we request from time to time.
4. (a) You will be fully responsible for all SIM Cards supplied by us. You agree not to remove such SIM Cards from the in vehicle device or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Hardware for which it has been designated. You must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner. You will be responsible for any and all charges and other fees incurred with respect to the SIM Cards supplied to You by us, including fees for unauthorised services. You may not resell any wireless services provided to You hereunder.
(b) You will not abuse or make fraudulent use of the wireless services. You will promptly report to us any such abuse or fraudulent use of which You become aware, and You will fully cooperate in any investigation or prosecution initiated by us or the underlying carrier. Wireless services to You may be restricted or cancelled if there is, in the underlying carrier's sole discretion, a reasonable suspicion of abuse or fraudulent use. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by You, Your employees, agents or persons authorised by You to use the wireless services.
5. Subject to the number portability rules under applicable law, You have no property right in any code

or identifier (including any number, phone number, IMEI, IMSI, unique network identifier, internet protocol (IP) addresses, personal identification number or e-mail address) issued to, assigned to or associated with You or any product used by You in connection with the services provided to us by the underlying carrier (each an "Identifier"). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and Your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.

6. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER OR THE RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER, BETWEEN US AND ANY RESELLER OF ANY UNDERLYING CARRIER, OR BETWEEN ANY RESELLER AND ANY UNDERLYING CARRIER. YOU ALSO UNDERSTAND AND AGREE THAT ANY AGREEMENT BETWEEN US AND A RESELLER DOES NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN US AND THE UNDERLYING CARRIER OF SUCH RESELLER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER, ANY RESELLER OF ANY UNDERLYING CARRIER OR ANY AFFILIATES OR CONTRACTORS THEREOF MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES: (a) REGARDING THE PROVIDER, SCOPE OR NATURE OF CONTENT OR SERVICES THAT WILL BE AVAILABLE BY DEFAULT TO YOU FROM THIRD PARTIES THROUGH THE SERVICES; (b) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE OR NON-INFRINGEMENT) OR (c) REGARDING RESULTS TO BE OBTAINED BY YOU IN CONNECTION WITH THE USE OF THE WIRELESS COMMUNICATION SERVICES OR THAT ACCESS TO OR USE OF THE WIRELESS COMMUNICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. THE UNDERLYING CARRIER IS NOT LIABLE TO YOU FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY COVERAGE MAP INFORMATION, INCLUDING THE ACCURACY THEREOF.
7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to You are strictly controlled and limited by the underlying carrier's tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.
8. YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AGAINST US, AND OUR EXCLUSIVE REMEDY AGAINST AN UNDERLYING CARRIER OR A RESELLER THEREOF, AND THE TOTAL LIABILITY OF US, ANY RESELLER, THE UNDERLYING CARRIER OR ANY SUPPLIER OF WIRELESS SERVICES TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY IN CONNECTION WITH THE WIRELESS SERVICES, IN CONNECTION WITH OUR AGREEMENT WITH AN UNDERLYING CARRIER OR A RESELLER THEREOF, OR ANY FAILURE OR DISRUPTION OF WIRELESS SERVICES AND CONSEQUENTLY THE TELEMATICS SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU TO US FOR THE WIRELESS SERVICES DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT SHALL WE, ANY RESELLER

OR THE UNDERLYING CARRIER BE LIABLE FOR ANY COST, DELAY, FAILURE OR DISRUPTION OF SERVICE, LOST PROFITS (DIRECT OR INDIRECT) OR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE, ANY RESELLER OR THE UNDERLYING CARRIER BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THE FAILURE OR INCOMPATIBILITY OF NON AUTHORISED EQUIPMENT UTILISED BY YOU IN CONNECTION WITH THE SERVICES.

9. IN CONNECTION WITH THE WIRELESS SERVICES YOU SHALL INDEMNIFY, DEFEND (IF REQUIRED BY US OR THE UNDERLYING CARRIER) AND HOLD HARMLESS US, THE RESELLER AND THE UNDERLYING CARRIER, AND THE OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH ANY AGREEMENT BETWEEN US AND THE RESELLER OR THE UNDERLYING CARRIER OR THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE TELEMATICS SERVICES OR ANY IDENTIFIER OR YOUR ACTIONS, OMISSIONS, UNLAWFUL, FRAUDULENT OR DECEPTIVE USE OF THE WIRELESS COMMUNICATION SERVICES. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS EUA. THIS PROVISION WILL SURVIVE THE TERMINATION OF ANY TELEMATICS SERVICES PROVIDED TO YOU AND ANY RELATED AGREEMENT FOR SAME. YOU ACKNOWLEDGE THAT SUCH AGREEMENT FOR WIRELESS SERVICES IS ASSIGNABLE BY US.

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

11. You may only roam incidentally to Your use of the services in Your country of residence. The underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to You in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to You if they discover or suspect that the services are being used in a fraudulent manner. The underlying carrier shall be entitled from time to time and at any time, at its sole discretion, to: (a) add, modify or remove territories where roaming shall be available to You; (b) substitute roaming partners; and/or (c) pass through any applicable increases in the costs of the

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wireless communication services in respect of such changes. You acknowledge that not all wireless communication services are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside Your country of residence.

12. (Canada Only) If applicable, as a condition of Your use of any HSPA wireless communication services provided by Telus or any of its affiliates, You represent, warrant and covenant that: (a) Your billing address is and will remain in Canada; (b) Your billing address is not outside of Telus' wireless service area in or around Winnipeg in the province of Manitoba (as documented at <http://www.telusmobility.com/en/MB/hspa/canada3gmaps.shtml> as such webpage may change or move from time to time); and (c) You are not a wireless operating company and do not, directly or indirectly, own all or part of a wireless operating company, which includes, but is not limited to, any person or entity in the business of operating and offering PCS, cellular communication, iDen, GSM, CDMA, HSPA, LTE, WiMax or satellite networks.
13. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System ("GPS"). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which Your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. You understand and agree that the underlying carrier may collect and use location information from Your equipment.
14. You: (a) are fully responsible for any unauthorised collection, access, disclosure, and use (other than by us, our subcontractors or the underlying Carrier) of all information relating to Your use of the products; and (b) will comply with all applicable laws, including without limitation data security, privacy data protection, marketing, and consumer protection laws, including, without limitation, any obligations regarding consent and opt-in/opt-out mechanisms.
15. We may terminate the provision of wireless communication services to You without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof expires or terminates.
16. If our agreement with an underlying carrier or a reseller thereof is terminated, You may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier's or reseller's then-current terms and conditions.
17. Geotab and the underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take any equitable or legal action required to enforce same.
18. We may change, modify or amend these terms at any time in accordance with the terms of this EUA, provided however the notice period applicable will be 15 days.