

Rate Plan Terms and Conditions

On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. **T-Mobile One General Terms:** Capable device required for some features. U.S. roaming and on-network data allotments differ: includes 200MB roaming. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. T-Mobile ONE not available for hotspots and some other data-first devices. Video streams at up to 1.5Mbps unless you have an HD Day Pass. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Tethering:** Tethering at max 3G. Service may be terminated or restricted for excessive roaming. **Simple Global:** Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. **Stateside Int'l Talk:** Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required. **Simple Choice North America General Terms:** applies. add'l usage taxed in some countries. Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details. **Data Stash:** Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. **Coverage** not available in some areas; we are not responsible for our partners' networks. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

T-MOBILE SYNCUP FLEET ADDENDUM Addendum

This T-Mobile SyncUP Fleet Addendum ("Addendum"), which shall be effective as of the date the second Party signs this Addendum below ("Addendum Effective Date"), is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile") and the State of Wisconsin, Department of Administration ("State of Wisconsin" or "Customer"). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

If the State of Wisconsin or any procuring Agencies purchase T-Mobile SyncUP FLEET services, the following terms and conditions will apply. References to "Agreement" in this Addendum means the current and executed Contract for Wireless Telephony and Broadband Plans, Equipment and Support (Contract #505ENT-M17-WIRELESSPH-04) between the State of Wisconsin and T-Mobile (the "Agreement").

1. Description of SyncUP Fleet Device and Service. T-Mobile will provide to Customer under this Addendum the SyncUP FLEET device ("SyncUP FLEET Device") that is designed for use in connection with the SyncUP FLEET services described in this Section based on the prices listed in Exhibit B. The SyncUP FLEET Device includes the software embedded on the SyncUP FLEET Device. The SyncUP FLEET services T-Mobile will provide to Customer under this Addendum consist of the following (collectively, the "SyncUP FLEET Service"): (a) the Network Service, as defined below; (b) the SyncUP FLEET web portal (the "Portal"), including its associated media, online, electronic, and printed documentation, and the updates and upgrades that replace or supplement the Portal; (c) the SyncUP FLEET mobile application (the "App"), including its associated media, online, electronic, and printed documentation, and the updates and upgrades that replace or supplement the App; and (d) any other service made in connection with the SyncUP FLEET Device, Portal, or App. The "Device" as defined in the Addendum includes the SyncUP FLEET Device as described in this Addendum, and the "Service" as defined in the Addendum includes the SyncUP FLEET Service as described in this Addendum. The fees for using the SyncUP FLEET Service are listed in Exhibit B (Pricing). SyncUP Fleet also includes an automated hours of service (HOS) tracking feature in advance of the Federal Motor Carrier Safety Administration mandate going into effect on December 18, 2017. This mandate applies to select vehicles based on weight and/or type of usage and requires an electronic logging device (ELD) to track a

driver's record of duty status (RODS). For more information on HOS requirements, go to <https://www.fmcsa.dot.gov/regulations/hours-of-service>. T-Mobile will be filing to have SyncUP Fleet certified as an ELD so that Customer and your drivers can use SyncUP Fleet HOS to help comply with these FMCSA regulations.

2. Consent to Use of Location-Based Information. Customer acknowledges and accepts that T-Mobile will use and share the information collected in connection with the SyncUP FLEET Service in compliance with its Privacy Policy located at www.t-mobile.com/privacy. Certain features of the SyncUP FLEET Device and SyncUP FLEET Service are designed to collect and share information about a vehicle's location with an App or Portal user. For these features to work, the vehicle must have the SyncUP FLEET Device installed, powered on, connected to a data network, and have GPS active. The SyncUP FLEET Device and SyncUP FLEET Service will collect geo-location data after installation and activation. Customer may revoke its consent to the collection of geo-location data at any time by uninstalling the SyncUP FLEET Device. Customer acknowledges and agrees to provide notice to each end user of the SyncUP FLEET Device and SyncUP FLEET Service that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.

3. Service Partner Data Sharing. T-Mobile provides the SyncUP FLEET Service in collaboration with Geotab Inc. ("Geotab") and its third party service providers: Google, Here, and Mapbox. To enable the SyncUP FLEET Service, the information collected by the App and SyncUP FLEET Device, such as location, engine and subsystem diagnostic trouble codes, and other information will be shared with Geotab. In addition, certain information, including location data, will be transmitted to Google, Here, and Mapbox's servers. Data shared with Geotab's partners are governed by the third party service provider's terms which are listed in Exhibit A to this Addendum (the "Other Provider Terms").

4. Updates to These Terms. Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that the terms of this Addendum may be changed, modified, supplemented, or updated by T-Mobile from time to time by notice from T-Mobile to Customer via: (a) a prompt that will allow Customer to read the new or modified terms; or (b) by electronic mail. If the change, modification, supplement or update will have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of fourteen (14) days' notice of the change, modification, supplement or update. Customer accepts the change, modification, supplement or update by continuing to use the SyncUP FLEET Device or SyncUP FLEET Service after the effectiveness such change, modification, supplement or update. Unless otherwise indicated, any new content, products, services or functionality added to the SyncUP FLEET Device or SyncUP FLEET Service will also be subject to this Addendum effective upon the date of their addition.

5. Vehicle Compatibility. In order for Customer to use the SyncUP FLEET Service, the SyncUP FLEET Device must be properly installed in a compatible vehicle. Customer agrees to only use the SyncUP FLEET Device and SyncUP FLEET service with compatible vehicles. T-Mobile will not be responsible for any failure of functionality or safety caused by the failure to install the SyncUP FLEET Device in a compatible vehicle, or in accordance with the installation guidelines. Check vehicle compatibility here: <https://business.t-mobile.com/devices/t-mobile-syncup-fleet>.

6. License. Subject to the terms of this Addendum, T-Mobile grants Customer a limited, revocable, non-exclusive right to install and use the SyncUP FLEET Device in a vehicle owned or controlled by Customer and to use any software, firmware, and intellectual property (collectively "software") embodied in the SyncUP FLEET Device and SyncUP FLEET Service solely for Customer's own internal business purposes and solely in connection with Customer's use of the SyncUP FLEET Device and SyncUP FLEET Service. Except as otherwise provided herein, such rights are non-assignable, non-transferrable, and non-sublicensable. Customer will not modify, extract, copy, distribute, transfer, or reverse engineer the SyncUP FLEET Device or SyncUP FLEET Service, or use the software in connection with any other product or for use on any other device. Customer agrees to only use the SyncUP FLEET Device and SyncUP FLEET Service in accordance with this Addendum and all applicable laws and regulations. Customer further agrees not to install or use the SyncUP FLEET Device in any vehicle that is not owned or controlled by Customer, or where Customer does not have permission to install or use the SyncUP FLEET Device in such vehicle. Customer acknowledges and agrees to provide notice to each end user of the SyncUP FLEET Device and SyncUP FLEET Service that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.

7. Ownership. The SyncUP FLEET Device and SyncUP FLEET Service are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any SyncUP FLEET Device to Customer hereunder, except for the rights expressly granted to Customer under this Addendum, 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 SyncUP FLEET Device

and SyncUP FLEET Service and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by T-Mobile and T-Mobile's licensors. Customer shall not remove or attempt to remove any mark, label, or legend from the SyncUP FLEET Device.

8. Protective Measures. The SyncUP FLEET Device and SyncUP FLEET Service may contain technological measures (including the ability to disable the SyncUP FLEET Device) designed to prevent the illegal usage of software or other violations of this Addendum or applicable law. Customer agrees not to circumvent or attempt to circumvent such measures.

9. Network Service. T-Mobile makes wireless connectivity and certain data services available to Customer through the SyncUP FLEET Device and SyncUP FLEET Service. The "Network Service" means the wireless services provided to Customer by T-Mobile, which are subject to the agreement between the government agency purchasing these Addendum and T-Mobile. This Addendum supplements and does not amend Customer's Terms and Conditions for Network Service, and do not limit or restrict any warranties or other terms including in the SyncUP FLEET Device package. T-Mobile is not responsible for connections with the SyncUP FLEET Device and SyncUP FLEET Service that are not provided via the Network Service, including connectivity to the Portal or App.

10. Updates and Patches. T-Mobile and its suppliers will endeavor to continuously improve the SyncUP FLEET Device and SyncUP FLEET Service and may, from time to time, cause software updates to be automatically installed with or without prior notification to Customer or provide access to updates through T-Mobile's website. Customer hereby consents to such automatic installations and agree to use only the updated version once it has been installed.

11. Restrictions. To the fullest extent permissible under applicable law, Customer agrees not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of the SyncUP FLEET Device or SyncUP FLEET Service, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of the SyncUP FLEET Device or SyncUP FLEET Service; (c) use the SyncUP FLEET Device or SyncUP FLEET Service in a manner that violates laws or rights of others; (d) use the SyncUP FLEET Device or SyncUP FLEET Service as part of a failsafe design for dangerous or emergency applications, as part of control measures required for hazardous materials, life support systems or munitions or weapons, in the nuclear or radioactive material transportation industry or in any operations involving radioactive or hazardous materials; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the SyncUP FLEET Service; (f) attempt, or cause, permit or encourage any other person to do any of the foregoing; (g) for insurance purposes, use the SyncUP FLEET Device or SyncUP FLEET Service in association with driving, driver or vehicle activity or performance; or (h) track any end user of the SyncUP FLEET Device and SyncUP FLEET Service without informing him or her that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.

12. Compliance. Customer shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. Customer shall not export or re-export any SyncUP FLEET Device directly or indirectly in contravention of such laws or regulations. Customer further acknowledges that the SyncUP FLEET Device cannot be exported to, or used in, countries listed on Canada's Area Control List, including (as of the Addendum Effective Date) North Korea.

13. Security. Customer should keep all user identification and passwords (Customer's "Login Credentials") secure. Customer is solely responsible for any actions taken using Customer's Login Credentials. If Customer believes the security of Customer's Login Credentials has been compromised, or Customer suspects unauthorized use, Customer must promptly notify T-Mobile. T-Mobile and its suppliers will be entitled to treat all communications, instructions and transactions as authorized by Customer if Customer's Login Credentials are used, unless Customer has notified T-Mobile of a compromise or unauthorized use of Customer's Login Credentials. If T-Mobile suspects, in T-Mobile's reasonable opinion, fraudulent or unauthorized activity on Customer's account, T-Mobile and its suppliers reserve the right to terminate or suspend Customer's access to T-Mobile's website or any applicable services or both and will use reasonable efforts to contact Customer. Customer should not enter confidential information into the App or Portal. Customer acknowledges and agrees not to enter or track social security numbers, financial account numbers, credit or debit card numbers, in combination with any required security code, access code, or password that would permit access to an individual's financial account; health or medical information; or health insurance information via the SyncUP FLEET Service.

14. Term and Termination. The term of this Addendum shall commence on the Addendum Effective Date and shall continue on a month-to-month basis. Either Party may terminate this Addendum without cause upon thirty (30) days' written notice to the other Party. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Addendum and such

breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This Addendum and all rights and obligations hereunder, except those expressly indicated to survive, shall terminate immediately upon termination or expiration of the Agreement. Upon expiration or termination of this Addendum, all rights and obligations granted hereunder, except those expressly indicated to survive, shall immediately terminate. Unless otherwise set forth in the Agreement or this Addendum, termination or expiration of this Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 1, 3, 7, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and Exhibit A.

15. Third Party Content and Services. T-Mobile, through the SyncUP FLEET Device and SyncUP FLEET Service, may provide access to, and make available to Customer, third party mobile applications, services, websites, or other third party content (collectively the “Third Party Services”). The Third Party Services are provided to Customer for Customer’s convenience, and T-Mobile takes no responsibility for, and makes no warranty regarding, and does not endorse any Third Party Services. Customer’s use of any Third Party Service is subject to Customer’s agreement with those service providers and any SyncUP FLEET data Customer consents to share is subject to the service provider’s privacy policy. Customer’s use of the Third Party Services is completely at Customer’s own risk.

16. Disclaimers and Warnings. In addition to the disclaimers in the Agreement, the following additional disclaimers apply to the SyncUP FLEET Device and SyncUP FLEET Service. Neither T-Mobile nor T-Mobile’s licensors or suppliers are responsible for any harms resulting from Customer’s use of the App, including download, installation, use, or transmission failure, or alterations the App may make to the functionality of Customer’s SyncUP FLEET Device, handset, OBDII port or other software or hardware, including any changes that may affect Customer’s wireless plan, service, or billing, malfunction, data loss, data access by unauthorized third parties or others in the event of accidents. Neither T-Mobile nor T-Mobile’s licensors or suppliers are responsible for any harms arising from Customer’s installation or use of the SyncUP FLEET Device, including any damage to Customer or Customer’s vehicle, or any voiding of Customer’s vehicle warranty.

16.1 T-Mobile does not warrant that Customer’s use of the SyncUP FLEET Device or SyncUP FLEET Service will result in any savings or efficiencies in the operation of Customer’s vehicle or that the detection of mechanical or technical errors in Customer’s vehicle will be accurate or error-free. The SyncUP FLEET Device and SyncUP FLEET Service are not intended to replace the advice, guidance or diagnosis of licensed mechanics or proper vehicle maintenance. Customer is solely responsible for the operation of Customer’s vehicle—including while using the SyncUP FLEET Device and SyncUP FLEET Service. Customer acknowledges and agrees that, under no circumstance, will T-Mobile be responsible for any accident, damage, liability, bodily injury or death that might occur to Customer, Customer’s property, third parties or their property, even if the SyncUP FLEET Device or SyncUP FLEET Service may have or did contribute to the cause of the accident, damage, liability, bodily injury or death.

The SyncUP FLEET Device and App are operable even while Customer’s vehicle is in motion. It is very important that Customer and others ALWAYS EXERCISE CAUTION AND DRIVE APPROPRIATE TO ROAD CONDITIONS AND IN ACCORDANCE WITH ALL TRAFFIC LAWS, INCLUDING LAWS REGARDING OPERATION OF SMARTPHONES WHILE DRIVING. The information provided by the SyncUP FLEET Device and SyncUP FLEET Service is not intended to replace the information provided to Customer on the road (for example, traffic signs, lane closures, police instructions) or through operation of Customer’s vehicle. ALWAYS DRIVE SAFELY AND DO NOT RELY ON THE SYNCUP FLEET DEVICE OR SYNCUP FLEET SERVICE TO PROVIDE ACCURATE INFORMATION REGARDING DIRECTIONS, ROAD CONDITIONS OR DRIVING HAZARDS.

17. Confidentiality and Data Transfer. Customer acknowledges and agrees 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 SyncUP FLEET Devices or the SyncUP FLEET Service. Customer shall not provide third parties with access to any software and non-public information in and regarding the SyncUP FLEET Devices or the SyncUP FLEET Service and any other confidential information that T-Mobile or T-Mobile’s suppliers provide without T-Mobile’s prior written consent, except to Customer’s employees, subject to adequate confidentiality agreements.

18. Vehicle Data. With respect to any vehicle data generated by and associated with the SyncUP FLEET Devices installed in Customer’s vehicles (“Individual Vehicle Data”) that is transmitted or processed using the SyncUP FLEET Devices or the SyncUP FLEET Service, Customer hereby instructs T-Mobile and its suppliers and grants T-Mobile and its suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to T-Mobile and T-Mobile’s suppliers, including the provision, administration, troubleshooting and improvement of the SyncUP FLEET Devices or the SyncUP FLEET Service or as required by applicable law.

19. Aggregated Data. Customer acknowledges that T-Mobile's supplier compiles, stores and uses aggregated data and system usage information to monitor and improve the SyncUP FLEET Devices and SyncUP FLEET Service and for limited promotional purposes. This aggregated data is no longer associated with a SyncUP FLEET Device and as such is not Individual Vehicle Data. T-Mobile's supplier will not attempt to disaggregate the data or re-associate it with a SyncUP FLEET Device without Customer's consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.

20. Feedback. Customer understands and agrees that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that Customer provides or which is made available to or gathered by T-Mobile's supplier arising from or related to Customer's use, testing, integration or evaluation of the SyncUP FLEET Device or SyncUP FLEET Service, including T-Mobile's 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 SyncUP FLEET Device and SyncUP FLEET Service or otherwise without any obligation or payment to Customer or to any of Customer's customers whatsoever.

21. Installation Warning. Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Customer's vehicles. If Customer is uncertain that it has the requisite skills and understanding to install the SyncUP FLEET Device, Customer 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 Customer's vehicle. Installation or servicing may also require modifications to Customer's vehicle. Failure to comply with procedures specified in the installation instructions for a SyncUP FLEET Device, or attempting to install the SyncUP FLEET Device without adequate knowledge of the SyncUP FLEET Device, proper installation, configuration, servicing, repair or removal procedures, or Customer's vehicle may result in damage to the SyncUP FLEET Device or Customer's vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. Customer understands that any such activities not performed by an authorized reseller or installer will be at Customer's sole risk, and that T-Mobile will not be responsible for any failures in SyncUP FLEET Device functionality or safety caused by: (a) improper installation; (b) alteration or servicing of the SyncUP FLEET Device by anyone other than an authorized installer; (c) unauthorized modification or use of the SyncUP FLEET Device not in accordance with its specifications; (d) use of the SyncUP FLEET Device with third party products not approved or provided by T-Mobile; or (e) damage to the SyncUP FLEET Device by weather, tampering, misuse, accident or negligence. Customer hereby releases and forever discharges, and will indemnify and T-Mobile, T-Mobile's 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 Customer 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.

22. Assignment. This Addendum and any rights granted to Customer under this Addendum may not be transferred or assigned by Customer, in whole or in part, whether voluntarily, by operation of law, or otherwise, without T-Mobile's prior written consent and any such attempted assignment or transfer shall be null and void, except that Customer may assign this Addendum in its entirety to a purchaser of all or substantially all of Customer's assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to T-Mobile. Subject to the foregoing, this Addendum will inure to the benefit of and be binding upon the respective successors and permitted assigns of Customer and T-Mobile. This Addendum may be assigned or novated by T-Mobile in its sole discretion by way of written notice to Customer.

23. Accessibility. Company acknowledges that the SyncUP FLEET Device and SyncUP FLEET Service may not be in conformance with accessibility standards, including Section 508 of the Rehabilitation Act and its implementing regulations.

24. Miscellaneous. The Agreement and this Addendum (including Exhibit A to this Addendum), and any additional terms referenced therein, constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum, and govern Customer's use of the SyncUP FLEET Device and SyncUP FLEET Service. The Agreement and this Addendum supersedes all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the SyncUP FLEET Device and SyncUP FLEET Service. This Addendum supplements and does not supersede any materials provided in the SyncUP FLEET Device package by the manufacturer.

Geotab is intended by Customer and T-Mobile to be, and will be, a third party beneficiary of this Addendum with the right to enforce this Addendum directly against Customer.

Use of SyncUP Fleet is subject to acceptance of the T-Mobile SyncUP Fleet-specific terms and conditions, which are set forth herein and incorporated into the Agreement.

EXHIBIT A

Other Provider Terms

The SyncUP FLEET Device and SyncUP FLEET Service contain or function in connection with software, services, and other SyncUP FLEET Devices provided under license by Geotab or its third parties. Geotab and its third-party providers require T-Mobile to pass through their terms to Customer. By entering into the Addendum, Customer also accepts these Other Provider Terms, which contain important terms and conditions that affect Customer's rights and obligations and also govern the ways that Geotab's third parties handle the use and collection of Customer's data. Collection and use of data by these other providers may differ from the way that T-Mobile handles user data. 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 Addendum, Customer agrees to accept amended versions of such Other Provider Terms. Customer agrees that it is Customer's responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

1. DATA STORAGE

Data storage for SyncUP FLEET is provided by Geotab and Google. Currently Geotab uses Google Cloud Platform as its primary cloud data storage provider. As such, Customer's data will be stored on Google's servers in various locations. The following terms are applicable to data storage services. If Customer has any questions about where Customer's Individual Vehicle Data is stored, please contact Geotab.

Google Cloud Platform Terms

Consent. Customer consents to the transmission, storage, use and processing of Customer's data by T-Mobile, T-Mobile's supplier and/or Google according to these Other Provider Terms using Google's Cloud Platform. By using the services, Customer consents to this processing and storage of Customer's data. Under these Other Provider Terms, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. Customer agrees 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 Customer's 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.

2. POSTED SPEED LIMIT DATA

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

Copyright. The posted speed limit data ("Speed Data") is provided for Customer's 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 Customer, on the one hand, and T-Mobile's supplier and its licensors (including their licensors and suppliers) on the other hand.

© 2017 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. Customer agrees to use this Speed Data together with the SyncUP FLEET Devices and SyncUP FLEET Service for the internal business purposes for which Customer was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer may copy this Speed Data only as necessary for Customer's internal business use to (a) view it; and (b) save it, provided that Customer does not remove any copyright notices that appear and does not modify the Speed Data in any way. Customer agrees not to otherwise 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 Customer has been specifically licensed to do so by T-Mobile or its supplier, and without limiting the preceding paragraph, Customer 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 SyncUP FLEET Devices, where Customer has been specifically licensed by T-Mobile and/or its supplier, Customer agrees that Customer is bound by the HERE End User Terms, available at: <https://legal.here.com/en/terms/eula/us>.

3. GOOGLE MAPS TERMS

If Customer is using map data provided by Google, the following terms apply to Customer.

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

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

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

Export Laws. Customer agrees 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. Customer agrees 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. Customer agrees to consent - and to obtain the consent of every driver and other person whose location can be determined with the SyncUP FLEET Device and Google services - to T-Mobile and T-Mobile's suppliers obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

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

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

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

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

A. 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.

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

4. HERE MAPS TERMS

If Customer is using map data provided by HERE, the following terms apply to Customer.

HERE End-User Terms. Customer understands and acknowledges 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 Customer confirms that it accepts and agrees to such End User Terms.

5. MAPBOX MAP TERMS

If Customer is using map data from Mapbox, the following terms apply to Customer.

License to Use Customer's Data. Limited to the purpose of hosting Customer's content so that mapping services can be provided, Customer grants 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 Customer's content on its distributed platform. Customer warrants, represents, and agrees that Customer has the right to grant Mapbox these rights.

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