

Geotab Fleet Solution

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Geotab Fleet Solution Services (the "Services"), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Rogers for Business Agreement (the "Agreement") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** The following definitions are used in this Schedule. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
 - 1.1. "**ELD**" — means Electronic Logging Device.
 - 1.2. "**EULA**" — means End User License Agreement.
 - 1.3. "**Geotab System**" — Also named as Geotab fleet management solution is a system containing "The Geotab Go Device", "Rogers Connectivity" and the managing software named "MyGeotab". The device captures data from vehicle, transmits the data via network to the managing software for real-time monitoring and further analysis and reports.
 - 1.4. "**MyGeotab**" — means Geotab's Managing software. This is a web-based solution used to manage Geotab data and services.
 - 1.5. "**Subcontractor**" — means a third party under contract to Rogers to provide some or all of the Services described in this SOW.
 - 1.6. "**Site**" — means a single Customer location.
 - 1.7. "**Subcontractor**" — means a third party under contract to Rogers to provide some or all of the Services described in this Schedule.
 - 1.8. "**Technologies**" — means the current technologies used by Rogers to provide the Services such as 3G, 4G, LTE, LTE-M, 5G, NB-IoT as well as any technology Rogers may use in the future.
2. **Description.** This Schedule pertains specifically to Geotab Fleet Management Solution (the "**Services**") to design, deliver, implement, and support the use of a Rogers powered GPS Fleet Management system. Rogers will be working with Customer to determine the most appropriate GPS solution and provide all of the necessary support needed to implement the system.
 - 2.1. **Geotab Base Plan:** This plan offers GPS location, vehicle Identification Number (VIN), Driver ID and basic IOX support.
 - 2.2. **Geotab Regulatory Plan.** This plan adds Hours of Service, International Fuel Tax Agreement (IFTA) and Temperature Monitoring functionality over the Base Plan. It is geared towards assisting fleets in meeting a range of compliance regulations.
 - 2.3. **Geotab Pro Plan.** This plan offers the functionality of the Regulatory Plan and adds support for engine and accelerometer data.
 - 2.4. **Geotab Pro Plus Plan.** This Plan offers the greatest functionality, including Active Tracking, together with a flow through of any OEM or upstream vendor lifetime warranty, and premium services.
 - 2.5. **Professional Services:** The following Professional Services are available:
 - 2.5.1. **Discovery Services:** Rogers will meet with Customer to determine the specific requirements needed from a fleet management solution. An applicable solution will be proposed and presented to highlight the functions that relate to the system requirements and any other additional features that may be useful for the Customer.
 - 2.5.2. **Design Services:** Rogers will determine, with input from Customer, which aspects of the fleet management system will be utilized and will provide all of the available reporting necessary to support the level of functionality as agreed with Customer for use once the hardware is installed.

2.5.3. **Deployment Services:** Rogers will provide either on-site or remote hardware installation support. The in-vehicle hardware is plug-and-play and can be installed in minutes with no previous experience. Rogers will also create the Geotab database, including the set up all vehicles therein and required user accounts. After several days of vehicle data has been recorded, Contractor will provide on-site or remote initial training (note: availability of on-site training is price package dependent). After initial training is complete a follow up training schedule will be created to provide further remote training and system overview.

2.5.4. **Professional Services Deliverables.** Specific Deliverables include:

- i) Onboarding;
- ii) Initial database creation;
- iii) Hardware installation training and support; and
- iv) System setup including:
 - a) Report configuration;
 - b) Initial user account setup;
 - c) Security clearance assignments;
 - d) Geotab exception rule calibration;
 - e) Initial software training;
 - f) Ongoing software support; and
 - g) System review services.

2.5.5. **Customer Responsibilities.** Customer responsibilities include:

- i) Installation of hardware and all related equipment;
- ii) Notifying Subcontractor of any deficiencies of product features, functionalities or hardware performance;
- iii) Providing personnel with the required skills and resources to maintain the Services;
- iv) Support and provide training to all non-administrative users including (but no limited to) ELD drivers and sub-managers.
- v) Provide Rogers with contact lists for notifications for system updates, outages, general product enhancements or improvements and depreciation.
- vi) Maintaining current system vehicle, users, zones, rules and report entities within the Geotab System.

2.5.6. **Out of Scope.** Notwithstanding anything herein to the contrary, the following items are not in scope for the Professional Services:

- i) Installation of hardware;
 - a) The Rogers Subcontractor does not provide direct installation services. Subcontractor provides installation training and Geotab installation certification, but it does not provide direct installation services. Subcontractor can provide installation references for 3rd parties for Customer to procure installation services from directly.
- ii) Software integrations; and
- iii) Anything not otherwise listed as a Deliverable.

2.5.7. **Assumptions and Dependencies.** In order to achieve a successful deployment, Rogers assumes the following;

- i) A minimum system requirement of:
 - a) Windows Vista, 7, 8 or later;
 - b) Mac OS X 10.5 or later;
 - c) .NET 2.0 (already installed with Vista);
 - d) 40 GB hard disk that has 15GB space free;
 - e) 1 GB of RAM;
 - f) Additional hard disk space might be required for data storage;

- g) iOS (iPhone, iPad and iPod Touch) 5.0 or later;
 - h) Android 3.0 or later (Android 2.1 or later when using Firefox for Android);
 - i) Note: Due to the volume of data presented on MyGeotab as a result of maps and reports, we also recommend that you have access to a high-speed internet connection.
- ii) Touch screen displays are supported.
 - iii) Only unused hardware may be returned and will incur a 20% restocking fee and all related shipping costs.
 - iv) Vehicle data is dependent on make and model of vehicle.
 - v) Device status changes must be requested by Customer and approved by Rogers.
 - vi) While Rogers employs best commercial efforts to provide correct harness types for customer vehicles using information provided by Geotab Inc., due to vehicle manufacturers unannounced changes, changes in manufacture mid-year or differences in vehicle wiring used at various assembly plants for the same manufacturer, Rogers cannot guarantee 100% accuracy when providing likely harnesses required. Harnesses are non-refundable therefore customers are strongly recommended to visually confirm the format of each vehicle's diagnostic port in order to ensure that correct harnesses are purchased.

2.5.8. **Additional Work.** Changes in the scope of Services requested by Customer that are outside the scope of the Services will require a separate quote and/or statement of work.

2.5.9. **Site.** The Services shall be performed by Rogers remotely.

2.6. **Support.** Customer will be provided with support contact info as part of Customer's onboarding program. Support includes network, solution and billing issues support.

For technical issues please contact:

1 (888) 680-5833

Note: We only support to administrators and not end drivers. Also the 24/7, non administrator support is only offered through the Geotab Pro Plus Plan

For billing issue, please contact:

1-877 274 3375

Rogers.BusinessSupport@rci.rogers.com

Hours of operation are Mon-Fri 8:30am-5:00pm EST

2.7. **Coverage.** Rogers' network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

3. **Terms and Conditions.**

3.1. **Initial Service Term.** The Services are provided for an Initial Service Term of thirty-six (36) months from the date that the Hardware is delivered to Customer.

3.2. **Renewal Term(s).** Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, this schedule will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless either party provides written notice of non-renewal or cancellation to the other at least 90 days in advance.

3.3. **EULA.** Customer must accept the terms and conditions for the Services found at <https://my.geotab.com/eula.html>.

- 3.4. **Termination Fees.** If the Customer terminates the Services for any reason other than for Cause as permitted under the Agreement, or if Rogers terminates the Services for Cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:
- i) One hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term; and
 - ii) A lump sum representing any Hardware costs not covered by i) above, and the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of the Customer's commitment to the Service Term for such Services.
 - iii) Such termination liability shall be payable on the effective date of all terminations.
- 3.5. **Invoicing.** Monthly recurring charges for the Services are invoiced monthly and will commence once the Hardware has been delivered to Customer.
- 3.6. **WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES.**
- 3.7. **Limitation of Liability.** Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under this Schedule, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to this Schedule during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.