

Pantonium

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Wireless Pantonium Service (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. **Description.** This Product Description pertains specifically to the Pantonium offerings including Software as a Service ("**Pantonium**") supplied by Rogers to the Customer, also referred to as Client in the EULA. Pantonium provides municipalities and transit agencies a web based On-Demand routing solution that works in conjunction with a SIM enabled smart device for driver routing.
- 1.1. **Offering.** Pantonium provides multiple Service offerings (described in the table below), including Software as a Service ("SaaS"), Onboarding and Training.

Table 1 – Solution Descriptions

Solution	Service Description & Features
EverRun Platform (SaaS)	<p>The Pantonium EverRun Platform uses an algorithm to intelligently search subsets of the 37 quadrillion possible options, to find a route that is significantly better than any human could – over, and over, and over again.</p> <p>The Pantonium EverRun Platform works by optimizing the best route while continuously adjusting and guiding the driver through the best optimal itinerary all in real time following a rider placing a request.</p>
Onboarding & Training	<p>With purchase of the EverRun Platform, customers also purchase implementation services, training and production platform deployment, remote training of key personnel and client staff and ongoing access to customer support in accordance with the standard training package.</p>

2. **Deployment/Professional Services.**
 - 2.1. **Installation.** Customer is responsible for the purchase and installation of its smart devices to operate Pantonium Services.
 - 2.2. **Custom Services.** Additional Professional Services are available for consulting, software development, or other out of scope customized services which are to be outlined in a separate Statement of Work.
 - 2.3. **Support.** Customer will be provided with support contact info as part of Customer's onboarding program. Support includes network, solution and billing issues support.

Support is available 9am to 12am EST, Monday-Saturday. 1-866-797-0426 ext.1
support@pantonium.com
<https://pantonium.com/contact-us/>

- 2.4. **End User License Agreement.** Customer agrees to abide by the terms and conditions of the Pantonium End User License Agreement ("EULA"), which is required to accept prior to being provided access to the Pantonium Services. The EULA is attached as Appendix 1 to this schedule.

3. **Product Terms and Conditions.**

- 3.1. **Termination Fees.** If the Customer terminates the Pantonium Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Pantonium Services for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that 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.

Such termination liability shall be payable on the effective date of any and all terminations.

- 3.2. **Initial Service Term.** The Pantonium Services will be provided for the Service Term outlined in the Product Quotation.
- 3.3. **Renewal Term.** Upon the expiration of the Initial Service Term or any Service Renewal Term, the Pantonium Services 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 30 days in advance.
- 3.4. **Customer Billing.** Billing will begin once the Hardware has been activated.
- 3.5. **Limitation of Liability.** The Parties agree that all damages related to serviceability, Service failure or outages are limited to a fee credit system only with damages limited to fee credits and notwithstanding any other provision shall not exceed the month recurring charges for the affected Services in the month the Service interruption occurred.

Notwithstanding anything to the contrary in the Agreement, except as limited by statute resulting from Rogers negligence leading to death, 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.

Rogers' 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.

Customer's sole and exclusive remedy and Rogers' entire liability for breach of the warranty will be the repair or, at Rogers' option and expense: (i) replacement of defective solution, or components thereof in accordance with the warranty provided, or termination of the affected Service and the return of all fees related thereto in the preceding three months.

APPENDIX 1- PANTONIUM INC. END USER LICENSE AGREEMENT

Please read the following terms and conditions in this End User License Agreement (“EULA”) before accessing and using the Service (as defined in section 1).

By logging in and accessing the Service (as defined in section 1) after signing an Order (as defined in section 1) which incorporates this EULA by reference, you (a) acknowledge that you have read and understood this EULA; (b) represent and warrant that you have the right, power and authority to enter into this EULA, and if entering into this EULA for an organization, that you have the legal authority to bind that organization; and (c) accept this EULA and agree that you are legally bound by its terms and enter into a legally binding agreement on behalf of yourself and your employer (Collectively “You” or “Client”).

If you do not accept and agree to the terms and conditions of this EULA then you are not authorized to access or otherwise use the Service (as defined in section 1).

1. Definitions

In this EULA the following terms shall have the following meanings respectively:

“Client” shall have the meaning ascribed to it in the preamble.

“Client Data” shall include all information, data and materials provided or made accessible to Pantonium Inc. (hereinafter “Pantonium”) by the Client, including (without limitation) data and personal information related to the customers of the Client and other individuals in respect of whom Pantonium provides (directly or indirectly) its services to the Client, but shall not include any metadata applied by the Licensed Materials to the information, data and materials provided or made accessible by the Client.

“Client Devices” means the Client-owned or leased cellular phones or other wireless devices used by the Client in conjunction with the Client’s use of the Licensed Materials.

“Client Vehicles” means a vehicle or mobile asset that is connected to and activated on the Service.

“Contract Term” has the meaning ascribed thereto in the Order.

“Data Protection Laws” shall mean all laws and regulations applicable to the processing of Personal Information under the EULA.

“Documentation” means the explanatory user materials supplied by Pantonium with the Service in electronic form.

“Licensed Materials” shall mean Pantonium’s EverRun on-demand logistic management software, Pantonium Mobile Software and all elements of it and any related application software.

“Order” means an executed agreement for the provision of the Service between the Client and Pantonium or a reseller.

“Pantonium Mobile Software” shall mean the on-demand logistics management solution provided by Pantonium for the Client’s or Pantonium’s installation and use on the Client Devices.

“Party” means Pantonium or the Client, separately, and “Parties” means Pantonium and the Client, collectively.

“Personal Information” shall mean information about an identifiable individual.

“Privacy Policy” shall mean Pantonium’s Privacy Policy as published on its website.

“Subscription” means the right granted by Pantonium to Client to access and use the Service in accordance with the terms of this EULA and the applicable Order, for use in connection with the number of Registered Vehicles and for the Contract Term specified in the applicable Order.

“Service” means the EverRun on-demand logistics management solution made available to the Client by Pantonium pursuant to this EULA.

“Registered Vehicle” means one or more of the transportation vehicles managed by or added to the Service.

“User” means an employee or contractor of the Client.

“Vehicle Operators” means a person who operates a Client Vehicle.

2. Licence Grants

- 2.1. **Service License.** Subject to the terms and conditions of this EULA and payment of the applicable fees, during the Contract Term, Pantonium hereby grants to the Client a: (i) a non-exclusive, non-transferable limited right to access the Service portal, and (ii) a non-exclusive, non-transferable limited license to use the Licensed Materials (which license includes a license to install and use the Pantonium Mobile Software on the

Client Devices), in object code form; in the case of both (i) and (ii) for the Contract Term and solely for the Client's internal business purposes for processing the Client's own Client Data and obtaining the Service, all upon the terms and conditions set forth in the Order. An additional license is required for use of the Licensed Materials other than as set out herein. The Client acknowledges that Pantonium or its licensors own the Licensed Materials, Service, Documentation and all intellectual property rights therein or related thereto (including all modifications and updates thereto and derivative works thereof), and all rights in and to the Licensed Materials (including all modifications and updates thereto and derivative works thereof) other than the license rights expressly granted herein are reserved by Pantonium and its licensors.

2.2. **Restrictions; Client's Representations, Warranties and Further Obligations.**

You covenant, represent and warrant that you will not:

- i) make copies of the Service, Licensed Material and/or Documentation except as permitted in this EULA;
- ii) reverse engineer, disassemble, reverse translate, decompile, or in any other manner decode the object code for the Service or Licensed Materials in order to derive the source code from, or decode any passwords or encrypted license that have been provided to you by Pantonium in order to enable the execution of the Service or Licensed Materials on unauthorized equipment, or for any other reason do or attempt to do any of the foregoing, except to the extent the foregoing restriction is expressly prohibited by applicable law;
- iii) use the Service or Licensed Materials in violation of applicable laws, including Data Protection Laws;
- iv) assign (by operation of law or otherwise) or transfer this EULA or Client's interest in or rights under this EULA, or attempt to do so or enter into any agreement to do so with any other party, without the prior written agreement of Pantonium, and any such assignment or attempted assignment shall be null and void and shall result in the automatic and immediate termination of this EULA;
- v) knowingly interfere with service to any of Pantonium's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing;
- vi) make the Service, Licensed Materials and/or Documentation available on a server that can be accessed via a public network, such as, for example and without limitation, the Internet, in a manner that allows the Service, Licensed Materials and/or Documentation to be copied by any third party;
- vii) defeat, disable or circumvent any protection mechanism related to the Service or Licensed Materials;
- viii) except as expressly provided herein, or unless expressly authorized by Pantonium in writing, sublicense, distribute, transfer, loan, use, lease or otherwise make available the Service, Licensed Materials and/or Documentation, or any part thereof, to any third party;
- ix) remove or obscure any copyright notices, trade-marks, or any other proprietary legends and/or logos of Pantonium or its licensors appearing on the Service, Licensed Materials and/or the Documentation; or
- x) upload or transmit any Client Data that: (i) Client does not have the lawful right to copy, transmit, distribute, and display; or (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

2.3. **Reservation of Rights.** Client is granted no title, ownership or intellectual property rights in or to the Licensed Materials, Service, or Documentation, in whole or in part. Pantonium reserves all rights not expressly granted to Client in this EULA. Except for the limited rights and licences expressly granted under this EULA, nothing in this EULA grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the Service, Licensed Materials or Documentation and all such rights shall remain in Pantonium and/or in licensors.

2.4. **Employees and Others.** Client shall use commercially reasonable efforts to ensure, through contractual or other means, that any and all its employees, or other persons who use the Service comply with the terms and conditions of this EULA, including but not limited, with obligations and restrictions stated in Section 2.2 above. Client is and shall remain fully liable for any breach of this EULA due to any actions or inactions, by the employees or other persons using the Service on behalf of Client.

3. **Term and Termination.** The Client's license to access the Service is effective upon the start date set out in the Order and shall remain in effect for the Contract Term. The Client shall not have the right to terminate the Service except as set out in the Order. Upon termination of the Service by either Party, the Client shall deliver to Pantonium, within 5 days, all Licensed Materials, except to the extent it is impossible to deliver Licensed Materials to Pantonium, the Client shall destroy or delete the Licensed Materials.

4. **Client Data**

- 4.1. **Ownership.** As between Pantonium and Client, Client owns all rights, title and interest in and to all Client Data. Pantonium does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data; provided that Client hereby instructs Pantonium and grants to Pantonium the right and license to use, process and transmit Client Data as reasonably required by Pantonium, Pantonium's licensor's and/or Client's reseller for the purposes of providing the Service, including the provision, administration, troubleshooting and improvement of the Service or as required by applicable law and as authorized by Pantonium's Privacy Policy.
- 4.2. **Data Storage and Retention.** Pantonium will retain the Client Data during the term of this EULA in accordance with the terms of this EULA. If and to the extent that Pantonium retains Client Data, such data shall be retained in accordance with applicable Data Protection Laws ("**Retention Period**"). Upon Client's request, which may be made at any time and from time to time during the applicable Retention Period, Pantonium will make available for secure retrieval by Client all Client Data then in Pantonium's possession at Pantonium's then current rate for data retrieval. In the event that Pantonium is required, by law or in a judicial or other governmental investigation or proceeding, to disclose Client Data, Pantonium may, to the extent reasonably possible, provide Client with written notice of the compelled disclosure and shall be entitled to recover from Client any and all costs and expenses related to the disclosure or disclosure process, which shall be due and payable by Client within thirty (30) days of the issuance of the invoice for same by Pantonium.
- 4.3. **Rights in Derivative Data.** Client acknowledges and agrees that the Service generates, compiles, stores and uses aggregated data and system usage, analytics and diagnostic information to monitor and improve the Service, assist in the delivery of Support Services, and for the creation of new products and services. Client hereby grants to Pantonium a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license (with the right to sub-license) to collect, process and aggregate Client Data, including Telematics Data and other such information and data and create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto (other than re-identification) and derivatives ("**Derivative Data**") for traffic information, journey data analysis, mapping, fleet and industry benchmarking, to understand usage, improve the Service and Support Services, develop new products and services, and for any other business purpose. This Derivative Data is no longer associated with Client, Client Vehicles or Vehicle Operators and as such is not Client Data. Pantonium may transfer, license or assign any of its rights in the Derivative Data to any third party.
5. **Suspension of Access.** In addition to any termination rights of Pantonium pursuant to this EULA and/or the Agreement, extraordinary circumstances may require Pantonium to suspend or terminate (where appropriate), as determined in Pantonium's reasonable discretion, Client's access to and/or use of, or otherwise modify, the Service and/or any component thereof in order to: (a) prevent material damages to, or material degradation of the integrity of, Pantonium's network; or (b) comply with any law, regulation, court order, or other governmental order. Pantonium will notify Client of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, Pantonium will limit such suspension to that which is minimally required and will promptly restore Client's access to the Service as soon as the event giving rise to the suspension has been reasonably addressed (including by Client agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this EULA and/or the Order by Client (including any action taken by an affiliate of Client or any User that would constitute a breach of this EULA and/or the Agreement by Client): (i) all fees related to the Subscription, or other suspended services shall be waived for the duration of the suspension and any such waived fees which have been pre-paid shall be refunded to Client; and (ii) in the event of a termination in connection with this section 5.4, Client shall receive a refund of any and all prepaid fees.
6. **Protection of Personal Information**
- 6.1. **Client Obligations.** In relation to all Personal Information provided by or through Client to Pantonium under this EULA, Client is responsible for ensuring its operations are in compliance with all applicable Data Protection Laws. Client warrants that it collects Personal Information lawfully, including with express,

unambiguous and informed consent, or pursuant to another legal basis for the collection of Personal Information, as allowed under the Data Protection Laws.

- 6.2. **Pantonium's Processing of Personal Information.** Pantonium shall collect, use, process and disclose Personal Information in accordance with its Privacy Policy.
- 6.3. **Technical and Organizational Safeguards.** In connection with the provision of the Service, Pantonium will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Information by Pantonium personnel except: (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law and upon identification of lawful authority, (c) as set out in Pantonium's Privacy Policy or (c) as expressly permitted in writing by Client, including in Client's agreement with a reseller (if applicable). Pantonium shall, in connection with the provision of the Service, comply with Data Protection Laws, as well as its Privacy Policy.
7. **Client Confidentiality Obligations.** The Service, in particular the Licensed Materials and Documentation, including without limitation, the specific design, structure and logic of individual programs, their interactions both internal and external, and the programming techniques employed therein are considered confidential and trade secrets of Pantonium and/or its licensors (the "**Confidential Information**"), the unauthorized disclosure of which would cause irreparable harm to Pantonium and/or its licensors. Client shall use the same degree of care and means that it uses to protect its own information of a similar nature, and in any event, shall use reasonable efforts to prevent the disclosure of Confidential Information to any third parties. Client shall not use, reproduce or distribute the Confidential Information other than for the purposes authorized by this EULA. This confidentiality obligation shall continue to apply to the Confidential Information following the termination of this EULA, provided that the confidentiality provisions contained herein shall not apply to Confidential Information which: (i) was known by Client prior to disclosure, as evidenced by its business records; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the confidentiality provisions contained herein; (iii) was disclosed to Client by a third party, provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; or (iv) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, provided that Client shall give all reasonable prior notice to Pantonium to allow it to seek protective or other court orders.
8. **Limited Warranty**
 - 8.1. **Service Warranty.** Pantonium warrants that the Service will perform substantially in accordance with the Documentation or other specifications published by Pantonium during the Contract Term. Pantonium does not warrant, however, that Client's use of the Service will be uninterrupted, that the operation of the Service will be error-free, that the Service will meet Client's requirements or that all errors will be corrected.
 - 8.2. **Warranty Exclusions.** To the full extent permitted by applicable law, this warranty shall not apply if the Service is used on or in conjunction with hardware or programs other than the unmodified version of the hardware and programs with which the Service is designed to be used as described in the Documentation.
 - 8.3. **No Warranty for Evaluations.** IF CLIENT IS EVALUATING THE SERVICE THEN THE SERVICE AND DOCUMENTATION IS PROVIDED TO CLIENT BY Pantonium ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND.
 - 8.4. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 8, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING BY LAW, USAGE OF TRADE OR COURSE OF DEALING. PANTONIUM DOES NOT

WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENCY, OR OTHERWISE. PANTONIUM DOES NOT OTHERWISE WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

- 8.5. **Limitation of Liability.** Notwithstanding anything to the contrary, the total, aggregate liability of Pantonium to the Client for any and all claims or causes of action whatsoever and regardless of the form of action (including breach of contract, strict liability, tort including negligence or any other legal or equitable theory, including a breach of a condition or fundamental term or fundamental breach or breaches) in any way arising from or relating to the Order shall be limited to the Client's actual, provable damages, not to exceed the lowest one month's fees paid by the Client for the Service. In no event shall Pantonium be responsible for any indirect, consequential, special, punitive, incidental or other damages, in any way arising out of or related to the Order, even if Pantonium has been advised of or could reasonably foresee the possibility of such damages. In no event will Pantonium's directors, officers, employees or shareholders be liable for any damages whatsoever, including without limitation direct, indirect, incidental, punitive, special, consequential or any other damages arising out of or related to the Order.
- 8.6. **Internet Connectivity Disclaimer.** Pantonium makes the Service available for access via the Internet. Client shall provide, at Client's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Service over the Internet. Client acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Service or performance hereunder. Except as expressly set forth herein, Client agrees that Pantonium is not responsible for any interference with Client's use of or access to the Service to the extent caused by, arising from or attributable to the Internet.
9. **Governing Law.** This EULA (a) shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada, without giving effect to conflicts of law principles; (b) may be amended only by a written agreement executed by an authorized representative of each Party; and (c) constitutes the complete and entire expression of the agreement between the Parties, and shall supersede any and all other agreements, whether written or oral, between the Parties, relating to its subject matter. If any term or other provision of this EULA is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this EULA shall remain in full force and effect. Any dispute between the Parties arising under or relating to this EULA shall be resolved by informal negotiations between the Parties or failing that by binding arbitration conducted in Toronto, Canada before a single arbitrator appointed by Pantonium and determined in accordance with the rules of the Arbitration Act, 1991 (Ontario), The Agreement constitutes the complete and exclusive agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter. No term of this EULA will be deemed to be waived by reason of any previous failure to enforce it. No term of this EULA may be waived except in a writing signed by the party waiving enforcement.
10. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this EULA shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
11. **Force Majeure.** Except as expressly provided otherwise in this EULA, Pantonium will not be liable for any failure or delay in its performance due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that Pantonium gives the Client prompt written notice of the cause and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 30 days).