

Global Cloud Fleet Subscription Services Agreement

LAST UPDATED: August 2022

Welcome to Global Cloud Fleet Inc. Please read this Subscription Services Agreement (“Agreement” or “Terms of Service”) carefully because they govern your use of our products and services. The Customer, together with Global Cloud Fleet Inc. (“Global Cloud Fleet” or “EZ Fleet” or “GCF”), each sometimes referred to hereinafter as “Party” and jointly as “Parties”.

1. Definitions.

- 1.1. **“Account”** means the accounts Customer creates, via the Hosted Software, to access Customer Data.
- 1.2. **“Affiliates”** means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.
- 1.3. **“Agreement”** means this Subscription Services Agreement, also called Terms of Service, together with any amendments or addenda that modify this Agreement.
- 1.4. **“Apps”** means software applications for smartphones and tablets distributed by Global Cloud Fleet through Google Play or through the Apple App Store.
- 1.5. **“Authorized User”** means Customer’s employees and/or contractors whom Customer authorizes to use the Global Cloud Fleet Software strictly on its behalf.
- 1.6. **“Customer” or “you”** means the company or legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
- 1.7. **“Customer Data”** means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Global Cloud Fleet Software.
- 1.8. **“Documentation”** means any Product training, technical services, or documentation made available to Customer through the Global Cloud Fleet website or otherwise made available to Customer by Global Cloud Fleet.
- 1.9. **“Firmware”** means software embedded in or otherwise running on the Hardware.
- 1.10. **“Hardware”** means the Global Cloud Fleet hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.
- 1.11. **“Hosted Software”** means Global Cloud Fleet’s web-based software platform, including the interface accessed online at <https://fleet.ezfleettracking.com/>.

- 1.12. **"License Expiration Date"** means the later of (i) the original license termination date set forth in the applicable Order Form or other contract you entered into for the original purchase of Products or under which Products were originally made available to you ("**Initial Term**"), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).
- 1.13. **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.
- 1.14. **"Order Form"** means the quote issued by Global Cloud Fleet and executed by the Customer setting forth the purchase or procurement of Global Cloud Fleet Products and/or licenses thereto.
- 1.15. **"Pre-Launch Offerings"** means any Global Cloud Fleet hardware and/or software offerings and related documentation and accessories that are not generally available to Global Cloud Fleet customers and that may be in the research, development, prototyping, and/or testing phase.
- 1.16. **"Products"** means the Hardware and Services.
- 1.17. **"Professional Services"** means the training, consulting, or other professional services that are provided by Global Cloud Fleet to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Global Cloud Fleet's sole discretion, or (iii) as otherwise mutually agreed between the Parties.
- 1.18. **"Refund"** means an amount refunded to the Customer (or in Global Cloud Fleet's sole discretion to any third party who paid Global Cloud Fleet for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to this Agreement equal to (i) fees pre-paid to Global Cloud Fleet for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Global Cloud Fleet for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.
- 1.19. **"Global Cloud Fleet Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Global Cloud Fleet develops or provides in connection with this Agreement, and Support Services.
- 1.20. **"Global Cloud Fleet Software Systems"** means the Global Cloud Fleet Software and any networks, systems, products, services, or data of Global Cloud Fleet, its providers, its partners, its customers, or any other third party, integrated with or connected to such Global Cloud Fleet Software.
- 1.21. **"Services"** means the Global Cloud Fleet Software and Professional Services.

- 1.22. **“Support Services”** means the customer support services described at www.globalcloudfleet.com/resources, and Documentation, but excluding any Professional Services.
2. **Agreement to Terms.** By clicking a box indicating your acceptance of this Agreement, by executing an Order Form or other contract that references this Agreement, by purchasing Products or otherwise entering into an Order Form or other contract with Global Cloud Fleet, a Global Cloud Fleet reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by this Agreement. If you do not agree to this Agreement or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to this Agreement on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to this Agreement. If you have entered into a separate contract with Global Cloud Fleet with respect to your purchase of Products or under which Products are made available to you, to the extent there is a conflict between such separate contract with Global Cloud Fleet and this Agreement, such separate contract with Global Cloud Fleet shall prevail. References to “you” and “your” in this Agreement refer to that company or other legal entity, our Customer. You may not use the Products if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.
3. **Changes to Agreement.** Global Cloud Fleet may modify the Agreement at any time, in our sole discretion. If Global Cloud Fleet does so, Global Cloud Fleet will inform you by posting the modified Agreement on our website or through other communications with you, our Customer. It is important that you review the Agreement whenever Global Cloud Fleet modifies them because if you continue to use the Products after Global Cloud Fleet has posted or otherwise informed you of the modified Agreement, you are indicating to Global Cloud Fleet that you agree to be bound by the modified Agreement. If you do not agree to be bound by the modified Agreement, then you may not continue to use the Products.
4. **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Global Cloud Fleet grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Global Cloud Fleet Software in accordance with the Documentation, starting from the license start date set forth in the applicable Order Form until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services at www.globalcloudfleet.com/resources are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Global Cloud Fleet Software.
5. **License Restrictions.** Customer agrees not to do or attempt to do any of the following without Global Cloud Fleet’s express prior written consent: (i) resell, white label, or reproduce the Global Cloud Fleet Software or any individual element within the Global Cloud Fleet Software, Global Cloud Fleet’s name, any Global Cloud Fleet trademark, logo or other proprietary information, or the layout and design of any part of the Global Cloud Fleet Software; (ii) access, tamper with, or use non-public areas of the Global Cloud Fleet Software Systems; (iii) gain unauthorized access

to, interfere with, disable, or disrupt the integrity or security of the Global Cloud Fleet Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Global Cloud Fleet Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Global Cloud Fleet Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Global Cloud Fleet Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Global Cloud Fleet Software for any competitive purpose; (ix) perform benchmark testing on the Global Cloud Fleet Software; (x) use the Global Cloud Fleet Software to store or transmit Malicious Code; (xi) use the Global Cloud Fleet Software to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Global Cloud Fleet has the right to investigate violations of this Section or conduct that affects the Global Cloud Fleet Software Systems and immediately suspend or terminate any or all of Customer's access to the Global Cloud Fleet Software if it reasonably suspects or determines that Customer has violated this Section. Global Cloud Fleet may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Global Cloud Fleet if Customer did not order the correct Hardware cables for Hardware installation.

7. Product Updates.

- 7.1. General. Global Cloud Fleet continuously improves the Products, and may from time to time (i) update the Global Cloud Fleet Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Global Cloud Fleet may change or discontinue all or any part of the Products, at any time and without notice, at Global Cloud Fleet's sole discretion. If Global Cloud Fleet discontinues supporting the Products or Services you have ordered from Global Cloud Fleet in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated version or newer model, you may request a Refund. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

- 7.2. Pre-Launch Offerings. From time to time, Global Cloud Fleet may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume all risk, and waive and release Global Cloud Fleet from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (ii) Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Global Cloud Fleet from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a “Product” under this Agreement
- 7.3. Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Global Cloud Fleet regarding the Products and agrees that Global Cloud Fleet shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, “**Feedback**”) provided by Customer to Global Cloud Fleet related to the Products. Customer shall and hereby does irrevocably transfer and assign to Global Cloud Fleet all right, title, and interest it may have in such Feedback to Global Cloud Fleet, and Global Cloud Fleet hereby accepts such transfer.
8. Payment, Shipping, and Delivery. Customer’s payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Global Cloud Fleet under an Order Form are non-refundable. Global Cloud Fleet may submit Customer contact information and information related to the timeliness of Customer’s payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under this Agreement, and Customer shall reimburse Global Cloud Fleet for any taxes paid or payable on behalf of Customer. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.
9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Global Cloud Fleet Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including usernames and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Global Cloud Fleet Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Global Cloud Fleet and de-activate such Account or change the Account’s login information. Authorized Users may only use the Global Cloud Fleet Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.
10. Customer Data.

- 10.1. Ownership and Usage. Customer Data is accessible via the Global Cloud Fleet Software. Customer owns all Customer Data, and Global Cloud Fleet will keep Customer Data confidential. Customer hereby grants to Global Cloud Fleet a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Global Cloud Fleet will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Global Cloud Fleet will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Global Cloud Fleet may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Global Cloud Fleet Software (i) in order to provide the Global Cloud Fleet Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Global Cloud Fleet Software; including by providing such data to third party services for the aforementioned purposes. The right to use such data shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Global Cloud Fleet dashboard or via the Global Cloud Fleet API. Customer acknowledges that some information may not be exportable via the Global Cloud Fleet dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.
- 10.2. Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Global Cloud Fleet to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Global Cloud Fleet and its receipt and use of the Products. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GLOBAL CLOUD FLEET AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.
- 10.3. Privacy Policy. The "**Privacy Policy**" at www.globalcloudfleet.com/resources sets forth the Parties' agreement with respect to the terms governing any processing of Personal Data by Global Cloud Fleet on the Customer's behalf pursuant to this Agreement. The Privacy Policy forms part of this Agreement and supersedes any prior agreements regarding Customer Data.

11. Confidentiality.

11.1. Confidential Information. **“Confidential Information”** means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as “confidential” or “proprietary” at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Global Cloud Fleet Confidential Information includes any information related to the Products, including the pricing thereof, Global Cloud Fleet Software Systems, or Global Cloud Fleet customers or partners, and any data or information that Global Cloud Fleet provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Global Cloud Fleet for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party’s confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2. Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party’s Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party’s Confidential Information to the extent required by law or regulation, provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party’s expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1. Global Cloud Fleet Software. Global Cloud Fleet and its licensors exclusively own all right, title and interest in and to the Global Cloud Fleet Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Global Cloud Fleet Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Global Cloud Fleet all right, title, and interest it may have in the Global Cloud Fleet Software to Global Cloud Fleet and Global Cloud Fleet

hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Global Cloud Fleet does not grant any other licenses or access rights, whether express or implied, to any other Global Cloud Fleet software, services, technology or intellectual property rights.

- 12.2. Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Global Cloud Fleet retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Global Cloud Fleet reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Global Cloud Fleet and its licensors.
13. Links to and Integrations with Third Party Products or Services. The Products may contain links to and/or integrate with third party websites, resources, products and/or services. GLOBAL CLOUD FLEET PROVIDES THESE LINKS AND INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Global Cloud Fleet is not responsible for the content, functionality, or availability of such third-party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third-party websites, resources, products and/or services and any links or integrations made available thereto.
14. Publicity. Customer hereby grants Global Cloud Fleet permission to use the Customer name and logo on Global Cloud Fleet’s website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Global Cloud Fleet will not use Customer’s name, trademarks, or logos in any other way without Customer’s prior consent.
15. Term. The term of this Agreement begins upon the date on which you accept this Agreement, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references this Agreement, by purchasing Products or otherwise entering into an Order Form or other contract with Global Cloud Fleet, a Global Cloud Fleet reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earliest, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) this Agreement are otherwise terminated earlier as provided hereunder, whichever is earliest.

 - 15.1. Renewal. Unless you notify Global Cloud Fleet in writing of your intent to cancel the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, Global Cloud Fleet may renew your license term, effective on the License Expiration Date, for up to the same period as the immediately preceding license term (or, in Global Cloud Fleet's discretion, shorter periods to align license expiration dates across multiple active orders) (each such period, or any renewal license

term of the applicable Products after the Initial Term, a "Renewal Term") at any time up to ninety (90) days after the License Expiration Date. Subject to Global Cloud Fleet's renewal rights set forth in the foregoing sentence, you and Global Cloud Fleet may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Global Cloud Fleet auto-renews your license term without Customer's execution of a new Order Form as described in the first sentence of this paragraph, license pricing for each such Renewal Term will not exceed the license price for the immediately preceding license period on a prorated basis (i.e., the Initial Term or immediately preceding Renewal Term, as applicable) plus 5% per year from the original purchase date. If your license term is renewed after termination of the immediately preceding license term and Global Cloud Fleet in its sole discretion allows you to continue using the applicable Products during such interim period, this Agreement shall apply to such use. Please email support@gcfleettracking.com for any questions regarding automatic renewal.

- 15.2. Termination. Global Cloud Fleet may terminate this Agreement, any Order Form, and your access to and use of the Global Cloud Fleet Software at its sole discretion, at any time upon notice to you. However, if Global Cloud Fleet so terminates for its convenience and not as otherwise set forth in this Agreement or the applicable Order Form or due to your breach thereof, then Global Cloud Fleet will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.
- 15.3. Effect of Termination. Upon any termination or expiration of this Agreement, the following Sections of this Agreement will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 15 (Term), 16 (Warranty Disclaimers), 17 (Limitation of Liability), 18 (Dispute Resolution), 19 (Governing Law), and 20 (General Terms). At the Customer's request, and subject to Global Cloud Fleet's data retention and backup policies, Global Cloud Fleet shall delete and remove any Customer Data on the Hosted Software.
16. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, GLOBAL CLOUD FLEET EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Global Cloud Fleet makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Global Cloud Fleet makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Global Cloud Fleet Hardware warranty, please visit www.globalcloudfleet.com/resources.
17. Limitation of Liability.
 - 17.1. No Consequential Damages. NEITHER GLOBAL CLOUD FLEET NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

- 17.2. Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO GLOBAL CLOUD FLEET HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO GLOBAL CLOUD FLEET (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED U.S. DOLLARS (\$100).
- 17.3. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GLOBAL CLOUD FLEET AND CUSTOMER.

18. Dispute Resolution.

- 18.1. Arbitration. Any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in San Diego, California, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.
- 18.2. Class Action Waiver. Any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. You expressly waive your right to file a class action, participate in a class action, or seek relief on a class basis. Unless Global Cloud Fleet agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

19. Governing Law. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to this Agreement or Customer's use of the Products will be the state and federal courts located in San Diego County, California, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

20. General Terms.

20.1. Miscellaneous. This Agreement together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Global Cloud Fleet and you regarding the Products and the subject matter hereof, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Global Cloud Fleet and you regarding the Products and the subject matter hereof. If there is a conflict between the terms of an Order Form and this Agreement, then the terms of the Order Form controls over this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. You may not assign or transfer this Agreement, by operation of law or otherwise, without Global Cloud Fleet's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null. Global Cloud Fleet may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Global Cloud Fleet under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; (ii) by posting to Global Cloud Fleet's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

20.2. Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Global Cloud Fleet; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Global Cloud Fleet or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please admin@gcfleettracking.com.

- 20.3. Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.
- 20.4. Force Majeure. Global Cloud Fleet is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Global Cloud Fleet's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.
- 20.5. Financed Purchases. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Global Cloud Fleet for the Products on your behalf and such prepayment is final and cannot be refunded by Global Cloud Fleet unless otherwise provided under this Agreement. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Global Cloud Fleet as limited by this Agreement, or Global Cloud Fleet's obligations to you under this Agreement. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Global Cloud Fleet, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Global Cloud Fleet may terminate your access to the Products should you breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Global Cloud Fleet under this Agreement for Product purchases financed under a Financing Agreement may in Global Cloud Fleet's sole discretion be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement.
- 20.6. Contact Information. If you have any questions about this Agreement or the Products, please contact Global Cloud Fleet at admin@gcfleettracking.com.