

**HARRIS MAXUS
INTELLIGENCE ON BOARD
DATA PROCESSING AND GENERAL TERMS**

A. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

- “**Appropriate Safeguards**” means such legally enforceable mechanism(s) for transfer of Personal Data as may be permitted under Data Protection Laws from time to time;
- “**Complaint**” means a complaint or request relating to either party’s obligations under Data Protection Laws relevant to this agreement, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;
- “**Customer/you/your**” means the owner of a Vehicle;
- “**Data Processing Losses**” means all liabilities, including all:
 - (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and
 - (b) to the extent permitted by Applicable Law:
 - (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
 - (ii) compensation to a Data Subject ordered by a Supervisory Authority; and
 - (iii) the reasonable costs of compliance with investigations by a Supervisory Authority;
- “**Data Protection Laws**” means as applicable and binding on the Customer, Maxus or the Services:
 - (a) in the UK:
 - (i) the Data Protection Act 1998 (“**DPA 1998**”) and any laws or regulations implementing Council Directive 95/46/EC (“**Data Protection Directive**”); and/or
 - (ii) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”), and/or any corresponding or equivalent national laws or regulations (“**Revised UK DP Law**”);
 - (b) in other EU countries: the Data Protection Directive or the GDPR, once applicable, and all relevant Member State laws or regulations giving effect to or corresponding with them;

- **“Data Subject Request”** means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
- **“DPIA”** means a data protection impact assessment, in accordance with Data Protection Laws;
- **“Equipment”** means the telematics equipment and system installed in your Vehicle including but not limited to the GO9 Modem and hardware, SIM card, OBD2-Extension Harness, together with any additions, updates or replacements made by Maxus, or its licensors or agents;
- **“Legitimate Interests”** means the interests of Maxus in conducting and managing our business and providing you with, the Services, and any other products in relation to the Vehicles, in the most secure way, including:
 - a) To provide you with information about our products, services, offers or technical developments that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
 - b) To contact you regarding your opinions on our services which may be used for marketing, research and analysis, where you have consented to be contacted for such purposes;
 - c) To help us identify you when you contact or visit us;
 - d) For general administration purposes.
 - e) To help us improve the quality of our solutions, products, Vehicles and Services;
 - f) When you communicate with us for customer service or other purposes (e.g., by emails, faxes, phone calls, tweets, etc.), we retain such information and our responses to you in the records of your account.
- **“Maxus/us/we/our”** means Harris Maxus a UK registered Company with registration number FC037815;
- **“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
- **“Protected Data”** means Personal Data received from or on behalf of the Customer in connection with the performance of Maxus’ obligations under this agreement;
- **“Services”** means:
 - a) Analysing and improving Vehicle and operator performance, facilitating fault diagnosis, maintenance and repair and for general product development purposes.
 - b) Fulfil our products and services to you; and
 - c) Improve and enhance development of our products and Services.
- **“Sub-Processor”** means another Data Processor engaged by Maxus for carrying out processing activities in respect of the Protected Data on behalf of the Customer;

- **“Supervisory Authority”** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws; and
- **“Vehicle”** means any Maxus vehicle which has the Equipment installed on it;

2. INTERPRETATION

In this agreement:

- 2.1 **“Data Controller”** (or “controller”), **“Data Processor”** (or “processor”), **“Data Subject”**, **“international organisation”**, **“Personal Data”** and **“processing”** all have the meanings given to those terms in Data Protection Laws (and related terms such as **“process”** have corresponding meanings);
- 2.2 references to the DPA 1998 or the Data Protection Directive and to terms defined in that Act or in that Directive shall be replaced with or incorporate (as the case may be) references to any laws replacing, amending, extending, re-enacting or consolidating such Act or Directive (including the GDPR and the Revised UK DP Law) and the equivalent terms defined in such laws, once in force and applicable; and
- 2.3 to the extent that a term of these terms requires the performance by a party of an obligation “in accordance with Data Protection Laws” (or similar), unless otherwise expressly agreed in this agreement, this requires performance in accordance with the relevant requirements of such Data Protection Laws as are in force and applicable at the time of performance (if any).

1. DATA PROTECTION

1.1 PROCESSOR/CONTROLLER

Both you and Maxus agree that, for the Protected Data, you shall be the Data Controller and Maxus shall be the Data Processor, and that an additional party will be used to digest and process the data for the purpose of this telematics solutions contract, also referred to in these terms as a Sub-Processor.

1.2 COMPLIANCE WITH DATA PROTECTION LAWS AND OBLIGATIONS

1.2.1 Maxus shall process Protected Data in compliance with:

- (a) the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this agreement; and
- (b) the terms of this agreement.

1.2.2 The Customer shall comply with:

- (a) all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
- (b) the terms of this agreement.

1.2.3 The Customer warrants, represents and undertakes, that:

- (a) with respect to data being provided to or accessed by Maxus for the performance of the Services under this agreement, such data shall have been sourced by the Customer in all respects in compliance with Data Protection Laws, including in terms of its collection, storage and processing, which for the avoidance of doubt includes the Customer providing all required fair processing information to, and obtaining all necessary consents from, Data Subjects;
- (b) all instructions given by it to Maxus in respect of Personal Data shall at all times be in accordance with Data Protection Laws;
- (c) it has undertaken due diligence in relation to Maxus' processing operations, and it is satisfied that:
 - (i) Maxus' processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage Maxus to process the Protected Data; and
 - (ii) Maxus has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

1.2.4 The Customer shall not unreasonably withhold, delay or condition its agreement to any change requested by Maxus in order to ensure the Services and Maxus (or any Sub-Processor) can comply with Data Protection Laws.

1.3 DETAILS OF PROCESSING AND INSTRUCTIONS

1.3.1 How do we collect your Personal Data?

- (a) Data is collected using the Equipment.
- (b) Information is either entered by you when setting up your Vehicle, or is collected when you use your Vehicle.
- (c) By purchasing and or using your Vehicle, you consent to data extraction using the Equipment for the purposes of this agreement.

1.3.2 What Information may be collected about you:

- (a) The information collected will relate to the performance of the Services or the performance of this agreement.
- (b) You acknowledge that your Vehicle is fitted with the Equipment that gathers performance data from the Vehicle and transmits it to a web portal operated and captured by Maxus or its authorised telematics agent.
- (c) You, as the Customer, and we, Maxus, agree that:
 - All such data remains your property;
 - We will not allow any unauthorised third party to access such data;
 - We may use such data for the purpose of providing the Services; and
 - To the extent that such data contains any personal information (e.g. drivers' details) then you shall procure that both you and Maxus are authorised to use such information for the above purposes and you hereby indemnify Maxus with respect to any claims, damages or expenses affecting Maxus arising from your failure to do so.

1.3.3 How your Personal Data may be used.

- (a) We may process your personal data for our Legitimate Interests.
- (b) When we process your personal data for our Legitimate Interests we always ensure that we consider and balance any potential impact on you and your rights under data protection laws.
- (c) If you have any concerns about the processing of your Personal Data, you have the right to object to this processing.
- (d) Maxus ensures that persons authorised to process your Personal Data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

1.3.4 How do we keep your Personal Data safe?

- (a) We, and our authorised telematics agent, use technical and organisational security measures including encryption and authentication tools to protect your Personal Data, against manipulation, loss, destruction, and access by unauthorised third parties. See <https://my.geotab.com/eula.html> and <https://www.geotab.com/security/>
- (b) Although data transmission over the internet cannot be guaranteed to be

secure, we and our business partners work hard to maintain physical, electronic and procedural safeguards to protect your information in accordance with applicable data protection requirements. Our main security measures are:

- Tightly restricted access to your data on a “need to know” basis and for the communicated purpose only;
- Transferred collected data only in encrypted form;
- Highly confidential data stored only in encrypted form;
- Firewalled IT systems to prohibit unauthorised access; and
- Permanently monitored access to IT systems to detect and stop misuse of personal data.

See <https://my.geotab.com/eula.html> and <https://www.geotab.com/security/>

- (c) If you have a personal password which enables you to access certain parts of our websites or any other portal, app or service we operate, do not forget your responsibility for keeping this password confidential. We ask you not to share your password with anyone.
- (d) Maxus ensures that persons authorised to process your Personal Data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

1.3.5 How long do we keep your personal information for?

- (a) We retain your information only as long as is necessary and only for the purpose for which we obtained them. We restrict access to your information to only those persons who need to use it for the relevant purpose.
- (b) Our retention periods are based on business needs and your information that is no longer needed is either irreversibly anonymised or destroyed securely.
- (c) Use for marketing:
 - We retain your personal information for as long as is necessary, but only for the relevant purpose that we collected it for.
- (d) Use for contractual purpose:
 - In relation to your information used to perform any contractual obligation with you we may retain that data whilst the contract remains in force plus six years to deal with any queries or claims thereafter.
- (e) Where claims are contemplated:
 - In relation to any information where we reasonably believe it will be necessary to defend or prosecute or make a claim against you, us or a third party, we may retain that data for as long as that claim could be, or is being, pursued.

1.3.6 Who may we share your personal information with?

- (a) We may share your information for any of the purposes set out above with strategic partners or service providers who perform services on our behalf for the sole purpose of fulfilling any contract with you, the Services or Legitimate Interest.

- (b) We may also disclose your personal information to third parties, if we are under a duty to disclose or share your personal data for legal or regulatory purposes, in relation to existing or future legal proceedings, for the prevention of fraud/loss or to protect the rights, property, safety of Maxus, our customers or others.

1.3.7 Insofar as Maxus processes Protected Data on behalf of you, the Customer, Maxus:

- (a) unless required to do otherwise by Applicable Law, shall, and shall take steps to ensure each person acting under its authority shall, process the Protected Data only on and in accordance with this clause 1 and Schedule 1.3.1 (*Data Processing Details*), as updated from time to time (“**Processing Instructions**”);
- (b) if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data, unless Applicable Law prohibits such information on important grounds of public interest; and
- (c) shall inform you if Maxus becomes aware of a Processing Instruction that, in Maxus’ opinion, infringes Data Protection Laws:
 - (i) provided that doing so shall be without prejudice to clauses 1.2.2 and 1.2.3; and
 - (ii) it being agreed that to the maximum extent permitted by law, Maxus shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Processing Losses) arising from or in connection with any processing in accordance with the Customer’s Processing Instructions following Maxus informing the Customer of an infringing Processing Instruction.

1.3.8 The processing of Protected Data to be carried out by Maxus under these terms shall comprise the processing set out in Schedule 1.3.1 (*Data Processing Details*), as may be updated from time to time.

1.4 TECHNICAL AND ORGANISATIONAL MEASURES

1.4.1 Maxus shall implement and maintain, at its cost and expense, the technical and organisational measures:

- (a) in relation to the processing of Protected Data by Maxus, as set out in and substantially in compliance with Schedule 1.3.1 (*Data Processing Details*) and its security measures; and
- (b) taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer’s obligations to respond to Data Subject Requests relating to Protected Data.

1.4.2 Any additional technical and organisational measures requested by the Customer shall be at the Customer’s cost and expense and only to the extent

reasonably possible to be implemented.

1.5 SECURITY OF PROCESSING

Maxus shall, in respect of the Protected Data processed by it under these terms comply with the requirements regarding security of processing set out in Data Protection Laws as applicable to Data Processors and in these terms including clause 1.4.

1.6 USING STAFF AND OTHER PROCESSORS

1.6.1 Maxus shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without first appointing Sub-Processors under a written contract containing materially the same obligations as under this clause 1.

1.6.2 Maxus shall take reasonable steps to ensure that all Maxus personnel who have access to personal data are reliable and, that all Maxus personnel authorised to process Protected Data are subject to a binding written contractual obligation with Maxus to keep the Protected Data confidential except where disclosure is required in accordance with Applicable Law, in which case Maxus shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure.

1.7 ASSISTANCE WITH THE CUSTOMER'S COMPLIANCE AND DATA SUBJECT RIGHT

1.7.1 Maxus shall refer all Data Subject Requests it receives to the Customer within 5 Business Days of actual receipt of the request, provided that, if the number of Data Subject Requests exceeds 2 per calendar month, the Customer shall pay Maxus' charges calculated on a time and materials basis for recording and referring the Data Subject Requests in accordance with this clause 1.7.1 (Charges).

1.7.2 Maxus shall provide such reasonable assistance as the Customer reasonably requires, taking into account the nature of processing performed by and the information available to Maxus, to comply with the Customer's obligations under Data Protection Laws as they relate to:

- (a) security of processing;
- (b) DPIAs;
- (c) prior consultation with a Supervisory Authority regarding high risk processing; and
- (d) notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,

provided the Customer shall pay Maxus' charges for providing assistance under this clause 1.7.2

1.8 INTERNATIONAL DATA TRANSFERS

The Customer agrees that Maxus may transfer Protected Data for the purposes of providing the Services to Customer to countries outside the European Economic Area

(EEA) or to any international organisation(s) (individually or collectively, an “**International Recipient**”), provided all transfers by Maxus of Protected Data to an International Recipient and any onward transfer shall to the extent required under Data Protection Laws be effected by way of appropriate safeguards and in accordance with Data Protection Laws. The foregoing sentence shall constitute a Customer instructions with respect to international data transfers for the purposes of clause 1.3.1.

1.9 RECORDS, INFORMATION AND AUDIT

1.9.1 Maxus shall maintain, in accordance with Data Protection Laws binding on Maxus, written records of all categories of processing activities carried out on behalf of the Customer.

1.9.2 Maxus shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate Maxus’ compliance with the obligations of Data Processors under Data Protection Laws, and allow for and contribute to audits, including inspections, by the Customer or another auditor mandated by the Customer for this purpose, subject to the Customer:

- (a) giving Maxus reasonable prior notice of such information request, audit or inspection being required by the Customer;
- (b) ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential, save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law;
- (c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Maxus’ business, a Sub-Processor’s business, or the business of other customers of Maxus; and
- (d) paying Maxus’ reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

1.10 NOTIFICATION OF PERSONAL DATA BREACHES AND COMPLAINTS

1.10.1 In respect of any Personal Data Breach involving Protected Data, Maxus shall, without undue delay:

- (a) notify the Customer of the Personal Data Breach; and
- (b) provide the Customer with details of the Personal Data Breach.

1.10.2 Each of Maxus or the Customer shall promptly, and in any event within three Business Days, inform the other if it receives a Complaint and provide the other with full details of such Complaint.

1.11 DELETION OR RETURN OF PROTECTED DATA AND COPIES

Maxus shall,

- (a) at the Customer’s written request, either delete or return all the Protected Data to the Customer within a reasonable time after the end of the provision of the relevant Services related to processing, and delete any other existing copies thereof unless storage of any data is required by Applicable Law and, where this

- is the case, Maxus shall inform the Customer of any such requirement.
- (b) if it receives a Complaint and provide the Customer with full details of such Complaint.

1.12 RIGHT TO UPDATE AND INSTALL EQUIPMENT

The Customer consents to Maxus updating or reinstalling the Equipment, or any software relating thereto, in the Customer's Vehicle.

1.13 RIGHT TO ACCESS DATA

Maxus maintains the right to access Personal Data, for the purposes of fulfilling this agreement and the Legitimate Interests, and/or when necessary to ensure the Equipment is working to the standard expected.

1.14 RIGHT TO MAINTAIN AND REMOVE

1.14.1 Maxus hold the right to maintain the Equipment, to ensure the product is working to the satisfaction of all relevant parties.

1.14.2 Maxus retains the right to remove the Equipment at any time.

1.15 RIGHT TO RETAIN EQUIPMENT (CHANGE OF OWNERSHIP)

1.15.1 Maxus retains the right to remove the Equipment from the Vehicle if a change of ownership should arise with respect to the Vehicle.

1.15.2 The Customer shall be required to inform Maxus of any pending change of ownership of the Vehicle; shall provide Maxus with 14 Business Days written notice of any change of ownership of a Vehicle; and shall grant Maxus access to the Vehicle to remove the Equipment prior to change of ownership.

1.15.3 On change of ownership the Customer shall notify Maxus if the Customer requires the deletion of any Customer Personal Data by Maxus.

1.16 LIABILITY, INDEMNITIES AND COMPENSATION CLAIMS

1.16.1 The Customer shall indemnify and keep indemnified Maxus in respect of all Data Processing Losses suffered or incurred by, awarded against or agreed to be paid by, Maxus and any Sub-Processor arising from or in connection with any:

- (a) non-compliance by the Customer with the Data Protection Laws;
- (b) processing carried out by Maxus or any Sub-Processor pursuant to any Processing Instructions that infringes any Data Protection Law; or
- (c) breach by the Customer of any of its obligations;

under this clause 1, except to the extent Maxus is liable under clause 1.16.2.

1.16.2 Maxus shall be liable for Data Processing Losses howsoever arising, whether in contract, tort (including negligence) or otherwise under or in connection with these terms:

- (a) only to the extent caused by the processing of Protected Data under these terms and directly resulting from Maxus' breach of this clause 1; and
- (b) in no circumstances for any portion of the Data Processing Losses (or the circumstances giving rise to them) contributed to or caused by any breach of these terms by the Customer.

1.16.3 If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim, and each party shall:

- (a) make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; and
- (b) consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under these terms for paying the compensation.

1.16.4 The Customer agrees that it shall not be entitled to reclaim from Maxus any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Maxus in accordance with clause 1.16.1.

1.16.5 This clause 1.16 is intended to apply to the allocation of liability for Data Processing Losses as between Maxus and the Customer, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:

- (a) To the extent that it does not affect the liability of the Customer or Maxus to any Data Subject; or
- (b) To the extent not permitted by Applicable Law (including Data Protection Laws).

2. GENERAL TERMS

2.1 IMPORTANT

By having installed the Equipment in your Vehicle or using your Vehicle you conclude a legally binding agreement with Maxus based on the terms of this agreement, on behalf of yourself, unless you are acting and authorised to act for a company or other organisation in which case the agreement is with such organisation and any references to “you” herein means such organisation.

2.2 EQUIPMENT OWNERSHIP

Maxus and/or any of its strategic partners or licensors own and have full right title and interest in the Equipment, software, services and other products and any updates or upgrades thereto (together the “**Products**”). The Products are protected by copyright and other intellectual property rights. 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 Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any marks, labels and legends from the Products.

2.3 PROTECTIVE MEASURES

Products may contain technological measures (including the ability to disable the Products) designed to prevent the illegal usage of software or other violations of this agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures.

2.4 UPDATES AND PATCHES

We shall continuously improve our Products and may, from time to time, cause software updates to be automatically installed with or without prior notification to you or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.

2.5 RESTRICTIONS

To the fullest extent permissible under applicable law, you agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of Products whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Products; (c) use Products in a manner that violates laws or rights of others; (d) use the Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the Services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing.

2.6 COMPLIANCE

You shall comply with all applicable laws, including export control laws and

regulations of the UK. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Products cannot be exported to, or used in, countries outside of the UK.

2.7 CONFIDENTIALITY AND DATA TRANSFER

We maintain reasonable technical and organisational security and data storage policies and measures for facilities within our control, in accordance with our or our strategic partners' technical and organisational data security measures, as amended by us from time to time. 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 our Products. You shall not provide third parties with access to any software and non-public information in and regarding the Products and any other confidential information that we provide without our prior written consent, except to your own employees, subject to adequate confidentiality agreements. We will not disclose your Individual Vehicle Data (as defined below) to any third party except in the following circumstances: (i) to our service providers, who have a need to know in order to assist us in providing Services to you, and who have all agreed to confidentiality terms and use restrictions similar to those set forth herein; (ii) with your consent; (iii) to comply with a subpoena, warrant, court order or other legal requirement (but to the extent practicable and unless prohibited from doing so, we will provide you notice of the disclosure so that you may seek a protective order or otherwise object to the disclosure); or (iv) where a company acquires us. For more information, please see clause 1 of this agreement.

2.8 YOUR VEHICLE DATA

We claim no ownership of any Vehicle data that you generate and associate with our Equipment installed in your particular Vehicle(s) ("**Individual Vehicle Data**") and which you transmit or process using our Products. We will process and transmit Individual Vehicle Data to provide, maintain and improve our Services and perform obligations under this agreement and applicable law. In furtherance of such purposes, based on certain non-position data elements in your Vehicle database (such a vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information.

2.9 AGGREGATED DATA

Maxus compiles, stores and uses aggregated data and system usage information to monitor and improve the Products and Services and for the creation of new products and services. The aggregated data that we use in this manner is no longer associated with a device and as such is not Individual Vehicle Data. Maxus will not attempt to disaggregate the data or re-associate it with a device without your consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes.

2.10 FEEDBACK

You understand and agree that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide or which is made available to us (whether directly or indirectly including in the course of utilising support, maintenance or other services) may be used by

us to modify, enhance, maintain and improve our Products and shall become our exclusive property without any obligation or payment to you or to any of your customers whatsoever.

2.11 WARRANTY DISCLAIMER

Except as expressly set forth in this agreement, to the maximum extent permitted by applicable law, we disclaim all representations, warranties and conditions, express or implied, including without limitation any terms, representations, warranties or conditions of merchantability, durability, fitness for a particular purpose, non-infringement, title, quiet enjoyment or quiet possession and those arising by statute or in law, or from a course of dealing or usage of trade, if any, with respect to the Products.

2.12 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

2.12.1 We will, at our sole cost and expense, defend and indemnify or, at our option, settle, any claim, assertion or action brought against you or your affiliates, successors or assigns to the extent that it is based on a claim (an "Infringement Claim") that any of our Products which we have supplied to you directly or through an authorised reseller infringes any copyright, patent, trade secret or trademark of any third party (excluding any of your affiliates) and indemnify you against damages awarded against you by a court of competent jurisdiction by final order from which no appeal is taken or after the time for appealing has expired, provided that you: (i) notify us promptly and within no more than 10 days after your receipt of notice of such claim in writing; and (ii) permit us or our strategic partners or licensors to defend, compromise or settle the claim or action and provide all available information, assistance and authority to enable us or them to do so. We shall not be liable to reimburse you for any compromise or settlement made by you without our prior written consent, or for any legal fees or expenses incurred by you in connection with such claim.

2.12.2 Should any of our Products or any part thereof become, or in our sole opinion are likely to become, the subject of an Infringement Claim, we may, at our option and expense: (i) procure, at no cost to you, the right to continue to use such Products which are the subject of the Infringement Claim; (ii) replace or modify the Products or infringing part thereof with non-infringing equivalents, at no cost to you;

2.12.3 We have no obligation or liability whatsoever in respect of any Infringement Claim that is based on any of the following (collectively, the "Excluded Claims"): (i) in the case of any software, the use of other than the latest release and version of such software resulting from your interference with or disabling of the automatic software update process; (ii) the use of any Products in breach of this agreement; (iii) non-Maxus products, software, data or services, (iv) the use, association or combination of any of our Products with, or the incorporation or integration into our Products of, any non-Maxus product, software, service, data, information or other material (including your own) that is not supplied by us or expressly identified by us in our written specifications or documentation as being required for the use and operation of our Products; (v) the use or operation of any of our Products, in any manner or for any purpose other than as expressly specified in our

documentation for same; (vi) any modification, alteration, change, enhancement, customisation or derivative work of the Products made by anyone other than us or our agents; (vii) changes we make to Products to comply with your instructions or specifications; (viii) your use or alleged misuse of data you collect through the operation of our products; (ix) for user-based Vehicle insurance purposes, the use of the Products in association with driving, driver or Vehicle activity or performance; or (x) any reselling or distribution of our Products. This clause states our entire liability and your sole and exclusive remedies with respect to any Infringement Claim.

2.13 INDEMNIFICATION

Unless prohibited by applicable law, you shall indemnify and hold harmless Maxus, its agents, suppliers, licensors, service providers, distributors, sub-distributors, contractors, successors or assigns, and their respective directors, officers, shareholders, employees, agents and representatives (each an “**Indemnified Party**”), from and against any and all damages, liabilities, costs, losses and expenses (including reasonable legal costs and fees) arising from or related to any claim, demand, complaint or action by a third party arising out of or incident to: (a) your actions or failure to act under or related to this agreement; or (b) your breach of any third party terms incorporated herein by reference.

2.14 LIMITATIONS OF LIABILITY

You agree that, to the maximum extent permitted by applicable law, in no event shall the liability of all indemnified parties to you hereunder or otherwise in respect of the Products exceed the value of the Product, subject to any lesser limitation of liability in any terms incorporated herein by reference (including, without limitation, any third party terms) if applicable. notwithstanding any other provision in this agreement, to the maximum extent permitted by applicable law, in no event will either party be liable for any special, incidental, indirect, or consequential losses or damages, including loss of revenue or profits, loss of data, business information or loss of use thereof, failure to realise expected profits or savings, cost of capital, loss of business opportunities, loss of goodwill or any other non-direct, pecuniary, commercial or economic loss or damage of any kind whether foreseen or unforeseen arising from or incidental to this agreement. For greater certainty, the foregoing limitations and exclusions of liability shall not apply to (a) either party’s indemnification obligations hereunder; or (b) infringement or misappropriation of the other party’s intellectual property rights.

2.15 APPLICABILITY

The limitations, exclusions and disclaimers in this agreement will apply irrespective of the nature or form of the claim, cause of action, demand, or action, including breach of contract, tort (including negligence), strict liability, product liability or any other legal or equitable theory and shall apply notwithstanding the failure of the essential purpose of this agreement or of any remedy contained herein.

2.16 TERMINATION

We reserve the right to terminate this agreement in whole or in part with or without notice.

2.17 ASSIGNMENT

This agreement and any rights granted to you under this agreement may not be transferred or assigned by you, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that you may assign this agreement in its entirety to a purchaser of all or substantially all of your assets or business or in connection with a merger, amalgamation, reorganisation or similar transaction without consent and upon written notice to us. Subject to the foregoing, this agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. This agreement may be assigned or novated by us in our sole discretion by way of written notice to you.

2.18 CHOICE OF LAW

This agreement shall be governed by English Law and is subject to the jurisdiction of the English Courts

2.19 RELATED THIRD PARTY PROVIDER TERMS

Our related third party providers require us to obtain your agreement to certain terms and conditions prescribed by them.

2.20 ENTIRE AGREEMENT

This agreement constitutes the entire and exclusive agreement between you and us with respect to the subject matter of this agreement and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and us, oral or written other than as expressly set forth in this agreement and any terms expressly incorporated herein by reference. The headings in this agreement are for convenience of reference only and do not affect the construction or interpretation of this agreement.

2.21 SEVERABILITY

To the extent that any provision of this agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this agreement shall continue in full force and effect with respect to all other provisions.

2.22 AMENDMENTS AND WAIVERS

You agree that we may change the terms of this agreement from time to time by updating the terms on our website or by notifying you via our website, email or other means. You agree to accept, and you hereby accept, any changes to the terms of this agreement, unless the changes impose commercially unreasonable disadvantages on you. If a change imposes commercially unreasonable

disadvantages on you and we receive a written objection from you within 30 days of the date when you received notice or you should have noticed the change, we may, at our sole option and discretion, (a) reverse such change with the effect that the immediately prior version of this agreement shall continue to apply to you, or (b) terminate this agreement. No modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

2.23 FORCE MAJEURE

Each party shall be relieved of their respective obligations hereunder and will not be liable to the other or to any third party if the affected party is unable or fails to perform any of its obligations under this agreement, as a result of any fire, explosion, war, riot, strike, walk-out, labour dispute, flood, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of carriers, breakdown in or the loss of production or anticipated production from plant or equipment, act of God or public enemy, act of war or terrorism, any law, act or order of any court, board, government, state-sponsored actor or other authority, or any other cause (whether or not of the same character as the foregoing) beyond the affected party's reasonable control, for so long as such cause prevents the affected party from so performing, provided however that the other party may terminate this agreement if the affected party is unable to perform its obligations for a period of 30 days or more, upon written notice to the other during the time the affected party is prevented from so performing.