



These Motive Terms of Service ("Terms") are entered by and between Motive Technologies, Inc., a Delaware Corporation, and its subsidiaries ("Motive") and (Customer) a -STATE- - ENTITY TYPE- ("Customer") (individually 'Party' and collectively 'Parties') and are effective as of the last date signed below ("Effective Date").

Whereas, in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Introduction.

By signing below, the Parties agree to be bound by these Terms and any applicable Additional Terms, which are incorporated by reference.

2. General Service Terms.

2.1. Provision of Services.

(a) Customer's End Users and Administrators may access and use the Services solely in accordance with these Terms, the Documentation, and all applicable laws. Customer may only use Motive Services and Hardware in accordance with these Terms.

(b) Customer agrees that it has not relied on the availability of any future functionality of the Services or any other future product or service in executing these Terms or any Order Form. Customer acknowledges that information provided by Motive regarding future functionality should not be relied upon to make a purchase decision.

2.2. Customer Support.

Subject to the terms and conditions of these Terms, Motive agrees to perform the Services provided for under these Terms in a manner that meets or exceeds any Service Level Agreement attached hereto as Exhibit A.

2.3. Communications.

(a) With the provided phone numbers, emails and other contact information, Customer acknowledges that Motive, its affiliates, or its partners may contact Customer for the following purposes:

- (i) Account notifications and troubleshooting;
- (ii) Dispute resolution and debt collection; or
- (iii) As necessary to service Customer's account or enforce these Terms, policies, applicable law, or any other applicable agreement between the Parties.

(b) Motive may also contact Customer for marketing purposes for which standard telephone minute and/or text charges may apply in accordance with Customer's applicable mobile data/telephone plan. If Customer wishes to unsubscribe from such



marketing communications, Customer may unsubscribe by clicking the following <https://go.gomotive.com/UnsubscribePage.html> and <https://app.salesloft.com/unsubscribe>.

3. Customer Use of the Services.

3.1. Customer Responsibilities.

Customer is responsible for any use of the Services through its account, including all use of the Services by Customer's End Users and Administrators. Customer's responsibility extends to End Users and Administrators, including the use, damage, or misuse of the Hardware, as further set forth in these Terms. Customer is responsible for (a) obtaining consents, approvals, and/or authorizations from any employee and/or third party that are necessary for Motive to collect the Customer Data and (b) complying with any laws necessary to allow the operation of the Services, collection of Customer Data, and permission for Motive to process, store, and transfer Customer Data. In addition, Customer is solely responsible for all of its own software, network and internet connection costs related to its use of the Services (including internet connections needed for any firmware or other software updates released by Motive), including but not limited to mobile phone or mobile network data usage fees and applicable roaming charges which are provided by the Customer's or End User's mobile network provider under the Customer's or End User's separate contracts with them. Motive is not responsible for these third party data services or any related costs.

The Parties' responsibilities, as they relate to Customer Data, to the extent required by applicable law, are addressed in the Biometric Services Addendum and the Data Protection Addendum. Customer is responsible for maintaining the required version of Android and iOS operating systems to operate the Motive Services, including any upgrades to tablets and/or mobile devices as necessary to run such versions. Motive does not suggest, control, or monitor the choices Customer makes as to use of the data or changes in Customer's business operations based on the data. Customer is solely responsible for any use made of the Services and for any data received through the Services. In particular, although the Services are intended to provide Customer with information that can help monitor and improve the efficiency, safety, and compliance record of Customer's operations, Customer is solely responsible for those and all other aspects of its operations. Customer acknowledges that the Services do not constitute advice as to managing Customer's operations. Customer acknowledges that the Motive Services alone will not improve efficiency, safety, or compliance.

3.2. Compliance with Laws and Regulations.

Motive and Customer assume responsibility for their compliance with all applicable laws and regulations, including but not limited to any audio or video recording laws (when using Motive audio and/or video recording products). While Motive agrees to create accurate reports based on the information that it receives from Customer and End Users, it is Customer's sole responsibility to maintain compliance standards for IFTA filing and FMCSA Hours of Service of drivers.



3.3. End User Accounts.

(a) Customer may provision accounts for End Users to access Customer's Services account. Customer is responsible for maintaining the confidentiality of account credentials used by End Users to access the Services and preventing unauthorized use of the Services. Customer may not permit sharing of End User accounts or passwords. Customer agrees to (i) prevent any unauthorized access, to sharing of, or use by End Users of the Motive Services, (ii) terminate any unauthorized use of or access to the Services and (iii) provide Motive with prompt notice of such unauthorized access or use.

(b) Customer must keep account credentials confidential and not allow any third parties to use their accounts to access the Services.

3.4. Account Administration.

Customer is responsible for designating Administrators for its Services accounts, maintaining updated Administrator contact information, and managing access by Administrators to Customer Accounts. Administrators may have the ability (a) to access, disclose, restrict, or remove Customer Data in or from Customer's Services accounts and (b) to monitor, restrict, or terminate access to Customer's accounts. Motive's responsibilities do not extend to a Customer's internal management or administration of the Services.

3.5. Acceptable Uses.

(a) Although Motive is not obligated to monitor or screen access to or use of the Services or to review Customer Data, Motive has the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements.

(b) Motive reserves the right, but is not obligated, to remove or disable access to any Customer Data, at any time with notice, if practical, including if Motive reasonably believes Customer Data to be in violation of these Terms or in order to comply with Motive's legal obligations.

(c) Customer agrees not to (and not to permit or encourage a third party to) misuse or attempt to misuse the Motive Services, including by:

(i) interfering with, testing the vulnerability of, tampering with, or disrupting any part of the Services;

(ii) submitting or distributing viruses, worms, Trojan horses, corrupted files or other destructive content;

(iii) using any robot, spider, scraper, or other automated means to access the Services;

(iv) intercepting or examining the content of messages, files or communications in transit on a data network;



- (v) accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system;
- (vi) accessing the Services illegally or without authorization
- (vii) attempting to penetrate/circumvent security measures of a Motive system, including any activity that may be used as a precursor to an attempted system penetration;
- (viii) purposefully or negligently submitting or transmitting misleading, inaccurate, or fraudulent data or information;
- (ix) using Motive's name, trademark, logo or design features (including in meta tags or other hidden text), without Motive's express consent;
- (x) submitting or transmitting any content, or otherwise engaging in any activity that infringes, misappropriates, or violates a third party's intellectual property rights, or rights of publicity or privacy on the Motive system;
- (xi) using the Services for high bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e. torrents);
- (xii) submitting or transmitting any content that promotes or condones imminent violence, hatred or bigotry against any person or group of people based on race, ethnic origin, religion, disability, gender, age, nationality, veteran status, sexual orientation, gender identity, or any other core characteristic, or which is otherwise objectionable;
- (xiii) using, displaying, mirroring, or framing the Services, without Motive's express consent;
- (xiv) Display or transmit images of pornographic, obscene, or illegal acts
- (xv) altering or modifying the Hardware;
- (xvi) using, installing, or de-installing the Hardware in a way that does not substantially conform with instruction manuals, user guides, and other information and Documentation;
- (xvii) tampering with, abusing, improperly maintaining, or intentionally or negligently damaging the Hardware, including by connecting Hardware to an improper voltage supply;
- (xviii) using Hardware other than for its purpose or outside of the ordinary course of business;
- (xix) using Hardware with accessories or third-party devices, without Motive's express consent;



- (xx) violating any applicable laws or regulations in any way; or
- (xxi) facilitating a violation of these Terms.

3.6. Restrictions.

Customer will not (and will not allow any End Users or third parties to): (a) reverse engineer, decompile, disassemble, decipher or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (b) modify or create derivative works based on the Services; (c) sell, resell, transfer, license, copy, rent, lease, distribute, or time-share the Services for the benefit of a third party; (d) remove or alter proprietary notices from the Services; (e) use the Services to create any competitive or other product or service; (f) use the Services for the purpose of benchmark testing, vulnerability testing, penetration testing, or to research the features and functions of the Service; (g) share its Customer API Key with any third party; (h) use, sell, copy, modify, create derivative works based on, publicly perform, publicly display, or distribute the Motive Output outside of the Services, except for regulatory compliance purposes or otherwise with Motive's express consent, or (i) allow any person under the age of 18 to become an End User.

3.7. Suspension.

Motive, in its reasonable discretion, may suspend Customer's right to use the Services if: (a) Customer's use of the Services poses a security risk to the Services or may adversely affect the Services, Motive's systems and/or infrastructure, or Motive's reputation; (b) Customer's use of the Services could subject Motive to liability; (c) Customer violates any applicable law or regulation, these Terms or any Additional Terms; (d) late and/or non-payments in breach of Section 7.1 and 7.2, or (e) any default in accordance with Section 7.6 (Billing Disputes). Motive will use commercially reasonable efforts to provide prompt prior notice and explanation of a suspension.

3.8. Non-Motive Products.

(a) Customer may authorize, through the Motive App Marketplace or other approved methods, Motive to allow Non-Motive Products to access or use Customer Data, reports, or other information.

(b) If Customer uses any Non-Motive Products, Customer is solely responsible for complying with licenses for such Non-Motive Products and paying fees for Non-Motive Products. Customer bears all risks associated with using and/or relying on Non-Motive Products.

(c) Customer acknowledges and agrees that: (i) Customer must use its own discretion when accessing or deploying Non-Motive Products; (ii) Customer should read the terms and conditions and policies associated with any Non-Motive Products, as they will govern Customer's use of the Non-Motive Products; and (iii) Motive does not own or control any Non-Motive Products. Customer acknowledges that if it has a relationship with a Non-Motive Product, Motive may rely upon such representations from Customer and/or the Non-Motive Product company concerning its authority to access Customer Data.



(d) Motive does not in any way warrant the accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Non-Motive Products (including without limitation the content contained therein), even if the Non-Motive Products comply with these Terms and the API Terms.

(e) Motive does not endorse or warrant Non-Motive Product and will not be liable for any act or omission of such Non-Motive Product or any negative effect which any Non-Motive Product may have on the Services, including the Non-Motive Product's access to or use of Customer Data, other information, or reports. If Customer has any questions about Non-Motive Products or the terms that govern the use of a Non-Motive Product, Customer should contact the applicable provider of the Non-Motive Product directly.

(f) If Customer has elected to use a Non-Motive Product which allows passthrough payment for Motive Services, in addition to the provisions above in this section, Customer acknowledges that the Non-Motive Product will have access to Customer Data, including payment information. If so elected, Customer may make payments for Motive Services through the Non-Motive Product platform interface. Motive is not responsible for any payment or Service failures caused by the Non-Motive Product platform interface and/or programs.

3.9. API Key.

(a) Customer may request an API Key for either internal use or third party use from Motive by emailing apisupport@gomotive.com. Unless authorized by Motive, the API Key is solely for such Customer's internal use. Customer is solely responsible for use of its API Key by Customer, End User(s), Administrator(s), or authorized third party. Customer may not share any API Key with an unauthorized third party. Motive may suspend the API Key in the event that it becomes aware that such API Key has been shared by Customer to any unauthorized third party.

(b) In the event that Customer or any authorized third party allows an unauthorized third party to access any Customer Data or other data via an API Key, Motive will not be responsible or liable for any use, act, or omission by such third party of the Customer Data or other data shared by Customer or its End Users.

4. Intellectual Property Rights.

4.1. Reservation of Rights.

Except for the limited licenses granted to Customer in these Terms, Motive and its licensors own and reserve all right, title, and interest in and to the Motive Technology (including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available by Motive through the Services).

4.2. Motive License.

Motive grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license for Customer and its End Users to access and use the Software (including, as required, to use the Hardware) for business purposes during the Services Term.



4.3. Customer License.

As between Motive and Customer, Customer shall own and reserve all right, title, and interest in and to the Customer Data. Customer grants Motive, its affiliates, and its contractors (e.g., Amazon Web Services) a worldwide, irrevocable, perpetual, non-exclusive, right to: (a) use, copy, distribute, create derivative works based on, display, and perform Customer Data in order to provide, analyze, support, operate, and improve the Services and its affiliates' services, and in order to develop new products and services, (b) share the Customer Data with third parties (such as Motive partners and vendors) bound by confidentiality requirements comparable to those in Section 13.8, and (c) as well as for any other lawful purpose authorized by Customer. Motive may submit Customer's contact information and billing information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Notwithstanding the foregoing, Motive does not sell any Customer Data to third parties and does not share any Customer Data in any manner that is not otherwise permitted for the business reasons provided herein.

4.4. Motive Data.

Motive may use and distribute the Motive Data (a) to provide, analyze, operate, and improve the Services and develop new products and services, (b) to create and distribute reports and materials about the Services, and (c) for any other lawful purpose. Motive owns and reserves all right, title, and interest in and to the Motive Data. Where legally required, Customer will obtain consent from vehicle occupants sufficient for Motive to analyze and use the data as set forth above; provided that, if Motive discloses Motive Data to others, then any Motive Data will (to the extent required by applicable law) (i) be anonymized and aggregated, (ii) not identify Customer, End User or Customer's users, and (iii) not be disclosed in a manner that would permit a third party to determine the identity of vehicle occupants. Motive owns and reserves all right, title, and interest in and to the Motive Data.

4.5. Suggestions.

Motive appreciates Customer feedback and suggestions. Customer may submit feedback by emailing Motive at support@gomotive.com. Please note, however, if Customer chooses to submit feedback or suggestions, Motive has ownership of any such feedback and suggestions. Customer agrees that by submitting suggestions or other feedback regarding Motive Services or Motive, Motive may use such feedback for any purpose without limitation or compensation to Customer, Administrator or End User. Feedback and suggestions are not Confidential Information.

4.6. Publicity.

Customer agrees that Motive may use its name and logo in its sales and marketing communications, on Motive's website, public announcement of the relationship, investor material, customer lists, social media, SEC filings, ESG reporting, and earnings calls. In addition, if requested, Customer agrees to review and approve a press release or blog post to be approved by Motive within thirty (30) days and case study with on site video and testimonial within 6 months



of the Effective Date of these Terms; such approval will not be unreasonably withheld. Customer may revoke this approval at any time by emailing marketing@gomotive.com and legal@gomotive.com.

5. Data Security & Disclosure.

5.1. Security.

Motive has implemented and agrees to maintain commercially reasonable administrative, technical, and procedural safeguards to protect the integrity, and security of Customer Data. Motive's responsibilities as they relate to the storage and use of Customer Data are addressed herein. To the extent required by applicable law, personally identifiable information (as defined under applicable privacy regulations) contained within Customer Data is addressed under the Data Protection Addendum. Customer acknowledges and represents that it has been sufficient access to Motive's security and privacy documentation, that it is the Customer's responsibility to do its own risk evaluation, including any third party risk evaluation questionnaires, and that sufficient documentation pertaining to Motive's information security and privacy programs has been provided to Customer by Motive.

Customer will not knowingly or purposefully circumvent any security or authentication measures herein or use the Services to hack Motive systems or other systems.

5.2. User Connections and Data Transmission.

The Services enable Customer and its authorized End Users and Administrators (the "Connecting Party") to connect and message directly with Customer's other authorized End Users and Administrators (the "Receiving Party"), allowing the Receiving Party to receive and access Customer Data and to interact with the Connecting Party in its use of the Services. When a Connecting Party connects with a Receiving Party through the Services, the Connecting Party consents to automatically and continuously transmitting its Customer Data with the Receiving Party. Further, the Receiving Party may interact with and manage the data of the Connecting Party and that Motive is not liable for any act or omission of a Receiving Party, including access to, use of, or sharing of the Connecting Party's Customer Data.

5.3. Compelled Disclosure.

Motive may disclose Customer Data and other information when (a) required by law, regulation, or legal process, provided that Motive will use reasonable efforts to give the Customer prior notice of the compelled disclosure, to the extent permitted, and reasonable assistance at the Customer's cost to contest or limit the disclosure or (b) to prevent or stop illegal or unethical activity.

5.4. International Transfers.

The Parties agree that Customer Data may be transferred to, and maintained on, computers located outside of Customer's and/or End User's state, province, country, or other governmental jurisdiction where the data protection laws differ from those in the Customer's jurisdiction of residence. If Customer and/or its End Users are located outside of the United States and choose to provide Customer Data to Motive, the parties agree to use legally recognized mechanisms to permit the transfer of Customer Data to the United States. Where such mechanisms are



contractual in nature (e.g., the use of EU approved Standard Contractual Clauses) such contractual terms are included in Exhibit B of these Terms.

6. Service-Specific Terms & Conditions.

6.1. General Hardware Terms.

(a) Shipment.

Unless otherwise agreed in the applicable Order Form, shipment of Hardware will be completed on or before three (3) months following execution of the applicable Order Form(s) to the addresses, dates and locations provided by Customer to Motive.

(b) Installation.

Unless otherwise agreed by the Parties in an Order Form, Customer is solely responsible for installing the Hardware in accordance with Motive's written instructions and Documentation. If neither Motive nor a Motive contractor installs the Hardware, Customer agrees that Motive is not liable for any cost, expense, or damages arising from the installation of the Hardware. If Motive or a Motive contractor installs Customer's Hardware, the Professional Services Terms and Conditions govern such installations.

(c) Battery Drain.

The Hardware connects to the battery of a vehicle and consumes a small amount of power from the vehicle's battery, which in some vehicles may adversely affect the vehicle while not in operation. Motive is not liable for any consequences of the battery drain associated with use of Motive Services.

(d) Compatibility.

Customer is solely responsible for determining whether or not the Services and Hardware are compatible with any vehicles utilizing the Services and Hardware. Customer agrees that Motive is not responsible for any cost, expense or damage arising from compatibility issues.

6.2. Additional Service-Specific Terms.

(a) Additional Terms for Google Maps.

Our Services may incorporate certain Google Maps features and content; and Customer's and End User's use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

(b) Additional Terms for Wi-Fi Hotspot.

If Customer's subscription package includes Wi-Fi Hotspot service, the following terms and conditions apply:



(i) Data Allotment.

Motive will provide Customer with 400MB of Wi-Fi data per month per applicable active subscription (a “Monthly Data Plan”) as further specified in the applicable Documentation. There is no “roll-over” with respect to Monthly Data Plans, which means any unused data is not accessible in future months.

(ii) Over-usage and Misuse.

In the event that Customer’s aggregate data usage goes over its allotted Monthly Data Plan, or Customer uses the Wi-Fi Hotspot in violation of these Terms, Motive may reduce connection speeds, restrict, or block Customer’s connections, or take other measures to curtail Customer’s over-usage or misuse. Motive reserves the right to charge Customer for any overage fees. Motive may restrict access to the types of applications available with the Wi-Fi Hotspot, including, but not limited to, any non-Motive streaming websites.

(iii) Wi-Fi Data Access.

Customer understands and agrees that Motive will have access to Customer Data and/or any data related to Wi-Fi Hotspot usage transmitted as a part of Motive’s normal course of business in providing the Services.

(iv) Wi-Fi Security.

By using the Wi-Fi Hotspot, Customer acknowledges and agrees that there are inherent security and confidentiality risks in accessing or transmitting information through Wi-Fi. Security issues may include, but are not limited to, interception of transmissions, loss of data, and the introduction of viruses and other programs that can damage computers, other devices, or other networks. Customer agrees to ensure that any devices connecting to the Wi-Fi Hotspot have reasonable technical safeguards implemented to protect against the propagation of any malicious or unauthorized software, code, or application across the Wi-Fi Hotspot network. Accordingly, Customer agrees that Motive will not be liable for any interception of transmissions, computer worms or viruses, loss of data, file corruption, hacking or any other damages to Customer’s or its Administrator’s and/or End Users’ computers or other devices that result from the transmission or download of information or materials through Wi-Fi.

(c) Additional Terms for Apple Apps.

These Terms apply to Customer’s use of all the Software, including the iPhone and iPad applications available via the Apple, Inc. (“Apple”) App Store (each an “Apple Store App”); however, the following additional terms in this Section 6.2(c) also apply if Customer or End Users are downloading Apple Store Apps:

(i) Customer and Motive acknowledge that these Terms are between Customer and Motive only, and not with Apple, and that Apple is not responsible for Apple Store Apps, the content, maintenance, or support;

(ii) The Apple Store Apps are licensed to Customer on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in



connection with the Services, subject to these Terms as they are applicable to the Services;

(iii) Customer agrees to only use the Apple Store Apps in connection with an Apple device that Customer owns or controls;

(iv) In the event of any failure of the Apple Store Apps to conform to any applicable warranty, including those implied by law, Customer may notify Apple of such failure; upon notification, Apple's sole warranty obligation to Customer will be to refund to Customer the purchase price, if any, of the Apple Store App;

(v) Customer acknowledges and agrees that Motive, and not Apple, is responsible for addressing any claims Customer or any third party may have in relation to the Apple Store App and Motive will be responsible for the investigation, defense, settlement, and discharge of any such claim;

(vi) Both Customer and Motive acknowledge and agree that, in use of the Apple Store App, Customer will comply with any applicable third party terms of agreement which may affect or be affected by such use; and;

(vii) Both Customer and Motive acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of Section 6.2(c), and that upon Customer's acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce Section 6.2(c) against Customer as the third party beneficiary hereof.

(d) Additional Terms for Face Match.

If Customer elects to access the Face Match capabilities in the Motive Dashboard, Customer acknowledges that it is aware of all applicable laws governing the use of the feature and are solely responsible for obtaining signed written consent from all persons whose image and/or other identifying characteristics may be captured by this product feature. Motive is not in a position to be able to capture such consents nor possesses the knowledge of which individuals would require their consent and is therefore not responsible for obtaining such consents nor is liable for Customer's failure to do so. Motive partners with backend technology that makes this process work securely and as such Motive is never in possession of any such information. Motive will not possess, sell, rent, or trade any information gathered by this feature. As the Face Match Feature may collect biometric data, if Customer elects to use this feature, the Biometric Services Addendum applies.

(e) Additional Terms for First Responder Feature.

If Customer elects to access the First Responder functionality in the Motive Dashboard, Customer acknowledge that Motive is not responsible for detecting every possible life-threatening collision or event and Motive will never call an Emergency Medical Service (EMS) on Customer's or any End User's behalf. Furthermore, Customer acknowledges that if the Administrator calls the unique 10-digit number to a local EMS provided by Motive, that Motive will automatically send that EMS the following information about the collision/event: (a) driver name, (b) vehicle make, model and year, (c) license plate



number, (d) VIN, (e) time of impact/event, and (f) latitude and longitude location of the vehicle. Customer is responsible for notifying its End Users that the aforementioned information will be provided to the EMS provider. Furthermore, Customer is responsible for obtaining any necessary consents, approvals, and/or authorizations necessary from any End User in order to provide this service.

(f) Additional Terms for Live Streaming Feature.

If Customer's dashcam subscription package includes Live Streaming Service, Customer will have a monthly free allotment of live video streaming per dashcam unit (a "Monthly Live Streaming Allotment").

(i) Data Allotment. Standard Live Streaming license has 10 minutes of streaming per camera per month. However, Customer may purchase an upgraded Live Streaming license to provide 10 hours of streaming per camera per month. Such Monthly Live Streaming Allotment is subject to change or modification by Motive. Any Monthly Live Streaming Allotment will be pooled across all dashcam units on Customer's account. There is no "roll over" for unused Live Streaming. In the event that Customer's data usage goes over its Live Streaming Allotment, or Customer uses Live Streaming in violation of these Terms, Motive may reduce connection speeds, restrict or block Customer's connections, or take other measures to curtail Customer's over-usage or misuse. Motive reserves the right to charge Customer for any overage fees.

(ii) Access Alerts. When Live Streaming Service is enabled, the Hardware in the vehicle will deliver in-cab audio and visual alerts to notify drivers and any other persons inside the vehicle that the service is enabled.

(iii) Consent. Customer is solely responsible for (1) informing any individual who may be present in the vehicle while Live Streaming is enabled of the meaning of such audio and visual alerts, (2) obtaining any legally required consents, approvals, and/or authorizations from any employee and/or third party in relation to the Live Streaming feature and (3) complying with any laws necessary to allow the operation of the Live Streaming Services, collection of Customer Data, and permission for Motive to process, store, and transfer Customer Data in relation to the Live Streaming feature.

(g) Additional Terms for Workforce Management.

If Customer elects to access the Workforce Management functionality in the Motive Dashboard, any files, images, photos, and content that Customer provides is referred to herein as Workforce Management data and is included as Customer Data which provides all of the protections thereunder.

This feature provides Customer with features like reporting, searching, image thumbnails, document previews, optical character recognition (OCR), easy sorting and organization, and personalization. Any Workforce Management data uploaded is subject to the terms of Motive's Data Request Policy and Data Protection Addendum. Motive is not responsible



to ensure Customer's compliance with any applicable laws or regulations governing information in Workforce Management data, including but not limited to Customer's obligations to obtain consent from End Users to upload their personal or sensitive information in accordance with the privacy laws and regulations of the jurisdiction where Customer operates.

6.3. Additional Terms for Financed Equipment.

If Customer pays for the Services through a third party financing entity ("Lender"), Customer acknowledges and agrees that the Lender is pre-paying for the Services on Customer's behalf and such prepayment is final and cannot be refunded by Motive. If Customer chooses to discontinue use of the Services for any reason, Customer may continue to be liable for any outstanding payment obligations specified in the financing agreement with Lender. If Customer purchases through a Lender, Motive may terminate Customer's access to the Services should Customer breach these Terms or the terms between Customer and the Lender. Any refunds issued under these Terms by Motive may be remitted to the Lender in reduction of the total number of remaining payments owed by Customer.

7. Fees & Payment.

7.1. Fees.

(a) Customer will pay Motive the undisputed fees for the Services set forth in the signed Order Form on the payment schedule set forth therein.

(b) All payments are due in U.S. dollars unless otherwise indicated on the Order Form or invoice. Customer is responsible for providing complete and accurate billing and contact information to Motive and updating Motive of any changes. All fees are non-refundable unless otherwise set forth in these Terms and are not subject to set-off by Customer.

7.2. Invoicing & Payment.

Unless otherwise set forth in the Order Form, all fees will be invoiced or billed in advance. Unless disputed in accordance with Section 7.6 below, all invoices issued under these Terms are due and payable according to the payment terms in the Order Form, if applicable, or within 30 days from invoice send date if not specified therein. If Customer has provided a credit card to be saved on file in order to be charged for Motive Services, such fees will be charged to such credit card on the invoice sent date, unless otherwise specified in Customer's Order Form. If the Customer requires the use of a purchase order or purchase order number, the Customer (a) must provide the purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Customer purchase order will not apply to, supersede, or add to these Terms or any Order Form and are otherwise void.

7.3. Credit Card Payment.

(a) If Customer provides Motive with credit card information for future payments, Customer acknowledges that an invoice may not be sent, and Customer authorizes Motive to charge the credit card for the Services listed in the Order Form on the periodic payment



schedule as set forth in the Order Form without further authorization. Customer also agrees and acknowledges that Motive may charge Customer's credit card for any required fees, including any agreed upon Replacement Fees and Restoration Fees. Motive uses a third party payment processor and Customer's use of the payment processing service will be subject to the payment processor's terms and conditions and privacy policy.

(b) Motive will continue to submit the periodic charges as provided in the Order Form until and unless Customer terminates this authorization or changes the payment methods. Such notice to terminate the authorization or change payment methods will not affect the charges submitted before Motive could reasonably act pursuant to such request.

7.4. Taxes.

Customer is responsible for all taxes related to its purchased Motive Services, except those directly relating to Motive's net income, gross receipts, or capital stock. Motive will invoice Customer for sales tax when required to do so by the applicable municipality and Customer will pay such tax unless Customer provides Motive with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.5. Late Payments.

Except for obligations pursuant to. The Motive Spend Management Agreement, past due amounts are subject to a finance charge equal to either (1) the highest rate permitted by the laws in Company's jurisdiction or (2) if Customer's jurisdiction has no maximum rates, the higher of 15% or \$10 ('Late Fee'). The Late Fee is payable immediately upon receipt of invoice for past due amounts. Customer will be responsible for all reasonable expenses (including professional and attorneys' fees) incurred by Motive in collecting past due amounts. If Customer's fees are past due (including any fees owing to any Lender), Motive may suspend the Services and provide notice of termination for material breach in accordance with Section 8.2 – Termination for Cause.

7.6. Billing Disputes.

If Customer disputes any invoices or charges, Customer must notify Motive in writing within sixty (60) days after the date that Motive invoices or bills Customer for the disputed amount. Such notice must be sent to Billing@gomotive.com, with a copy to Support@gomotive.com and Legal@gomotive.com. Motive will review such requests along with any documentation provided by Customer and make a good faith determination within thirty (30) days of receipt of such dispute.

7.7. Free Trials, Beta Features and Other Promotions.

(a) Unless the Parties have entered into a separate written agreement, Motive reserves the right to terminate access to Services provided on a free or trial basis. Any free trial or other promotion that provides access to free Services must be used within the specified time of the trial as communicated by Motive during the trial period. If Motive has provided Hardware as part of a trial at no cost to Customer (the "Trial Hardware"), and Customer does not wish to purchase the associated Services at the end of the trial, Customer must return the Trial Hardware within thirty (30) days of the end of the trial period. If Customer does not return the Trial Hardware



within such timeframe, Motive may bill and invoice Customer Replacement Fees for such Trial Hardware, and Customer is responsible to pay Motive for such Replacement Fees.

(b) Despite anything to the contrary in these Terms, Customer and End User(s) acknowledge that (a) Customer and/or End User, as applicable, has the sole discretion whether to use any Beta Features, (b) Beta Features may not be supported and may be changed by Motive at any time, including in a manner that reduces functionality, (c) Beta Features may not be fully available or reliable, and (d) Motive provides Beta Features “as-is”.

8. Term and Termination.

8.1. Contract and Subscriptions Term.

These Terms will continue in full force and effect until they are terminated as described herein.

The contract term associated with the applicable Subscriptions are listed in the applicable Order Form(s) (“Subscription Term”) and, unless otherwise provided in the applicable Order Form or agreed in writing signed by the Parties, will automatically renew at the end of the Subscription Term for successive renewal periods of twelve (12) months, each a separate renewed Subscription Term. Provided however, with sixty (60) days’ prior written notice to Customer prior to the expiration of the then current term, if the term automatically renews, the then-current fees are subject to increase at a rate not to exceed 5%. Hardware or Professional Services purchased, unless otherwise provided in the Order Form, will have a nonrenewable term. Customer is responsible for all fees billable through the end of the existing applicable term.

8.2. Termination for Cause.

Either Party may terminate these Terms and any applicable Services if (a) the other Party is in material breach of these Terms and fails to cure such material breach within thirty (30) days after receipt of written notice of such material breach, or (b) the other Party ceases its business operations or becomes subject to insolvency proceedings. Motive may also terminate these Terms if it has the right to suspend the Services or in order to comply with any applicable law or regulation.

If termination is by Customer for cause due to Motive’s material breach hereunder, Customer will owe no further fees except those that have accrued up to the date of such termination and Customer will receive a pro rata refund of any fees paid in advance for Services not yet received as of the date of termination.

8.3. Customer Early Termination.

If Customer chooses to discontinue, cancel, or terminate any Services, Order Forms, or these Terms before the end of the applicable Subscription Term, Customer must provide notice at least thirty (30) days prior to the proposed termination date. In such an event of early termination, Motive will invoice Customer or charge Customer’s authorized credit card and Customer will pay the balance due for the remainder of the applicable full Subscription Term, including any agreed upon Replacement Fees and Restoration Fees.



8.4. Effect of Termination.

If these Terms expire or are terminated, (a) the rights granted by one Party to the other will cease immediately except as otherwise set forth in this section, (b) Motive will have no obligation to maintain Customer Data and may delete any copies of Customer Data, and (c) the following sections will expressly survive: 4 (Intellectual Property Rights), 5.3 (Compelled Disclosure), 7 (Fees & Payment), 8.4 (Effect of Termination), 9 (Disclaimers), 10 (Indemnity), 11 (Limitation of Liability), 12 (Arbitration), 13 (Miscellaneous), 14 (Definitions), and any other term which by its nature would survive termination.

9. Disclaimers.

9.1. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS SET FORTH IN THESE TERMS AND ALL INCORPORATED DOCUMENTS, MOTIVE AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS (A) MAKE NO EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE REGARDING THE MOTIVE SERVICES AND ANY OUTPUT FROM THE MOTIVE SERVICES, AND (B) DISCLAIM ALL WARRANTIES OF (I) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, AND NON-INFRINGEMENT, (II) ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR (III) THAT THE MOTIVE SERVICES OR OUTPUT ARE COMPLETELY SECURE, ERROR-FREE OR UNINTERRUPTED.

9.2. EXCEPT AS SET FORTH IN THESE TERMS AND ALL DOCUMENTS INCORPORATED HERETO, THE MOTIVE SERVICES AND OUTPUT ARE PROVIDED "AS IS" AND MOTIVE MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS, QUALITY, RELIABILITY, TIMELINESS, OR TRUTHFULNESS OF ANY MOTIVE OUTPUT. CUSTOMER IS SOLELY RESPONSIBLE FOR (AND MOTIVE DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER'S INSTALLATION OF THE HARDWARE, CUSTOMER'S USE OF THE MOTIVE SERVICES OR HARDWARE, CUSTOMER'S VEHICLES, AND INTERNET CONNECTIVITY. PROVIDED HOWEVER, IF MOTIVE OR A MOTIVE CONTRACTOR INSTALLS THE HARDWARE, MOTIVE WARRANTS THAT SUCH INSTALLATION WILL BE COMPLETED IN A PROFESSIONAL MANNER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MOTIVE SERVICES ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE, OR IMPAIRED BY FATIGUE, DRUGS, ALCOHOL, OR OTHERWISE. THE DRIVER IS RESPONSIBLE TO AVOID AN ACCIDENT. CUSTOMER'S DRIVERS AND END USERS SHOULD NEVER WAIT FOR ANY OF THE MOTIVE SERVICES TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT OR ANY VIOLATIONS. CUSTOMER ACKNOWLEDGES THAT USE OF THE SOFTWARE (OTHER THAN SOFTWARE EMBEDDED IN HARDWARE) WHILE DRIVING IS INADVISABLE. DISTRACTED DRIVING IS DANGEROUS AND ILLEGAL IN MANY JURISDICTIONS.



9.3. IFTA Reporting.

While Motive strives to create accurate fuel tax reports based on Customer Data and state and federal requirements, Customer accepts responsibility to ensure the accuracy and the suitability of the reports generated by the Services before submitting them to any state or federal agency. Motive accepts no responsibility or liability for any setbacks, financial or otherwise, incurred by using the Services. It is Customer's sole responsibility to maintain compliance standards for IFTA filing purposes.

9.4. Wireless Providers.

(a) Customer and Motive may use a third party provider for cellular and wireless connectivity, including Wi-Fi Hotspot connectivity ("Wireless Service Carriers"). As such service is provided by the Wireless Service Carrier, Motive cannot and does not guarantee uninterrupted or continuous service or specific area coverage and is not responsible for downtime or loss of use of the Services caused by a Wireless Service Carrier's lack of provision of such services.

(b) CUSTOMER UNDERSTANDS AND AGREES THAT: (1) CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE WIRELESS SERVICE CARRIERS, (2) CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTIVE AND THE WIRELESS SERVICE CARRIERS, (3) THE WIRELESS SERVICE CARRIERS HAVE NO LIABILITY OF ANY KIND TO CUSTOMER OR END USERS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, (4) MESSAGES OR DATA TRANSMISSIONS MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 CALLS MAY NOT BE COMPLETED, AND (5) THE WIRELESS SERVICE CARRIERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

10. Indemnity.

10.1. Customer Indemnity.

(a) Indemnity. Notwithstanding anything in these Terms or the Additional Terms to the contrary, Customer will indemnify, defend, and hold harmless Motive and its affiliates, officers, directors, employees, and agents (collectively "Motive Indemnified Parties") from and against all liabilities, damages, losses, and costs and expenses, including settlement costs and reasonable attorneys' fees, arising out of third party claims, suits, or proceedings arising out of (i) Customer's, Administrator's or End Users' access to or use of the Services; (ii) Customer Data; (iii) Customer's or End Users' breach of these Terms, or (iv) negligent acts or omissions of Customer or End Users ("Customer Indemnified Claim").



(b) Indemnity Excused. Customer's obligation to defend and indemnify Motive Indemnified Parties is excused only to the extent that the following materially prejudices Customer's defense: (i) Motive fails to provide prompt notice to Customer of the Customer Indemnified Claim; and (ii) Motive fails to reasonably cooperate with Customer's defense. Furthermore, Motive grants the sole control of the defense of the Customer Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof to Customer, provided that Customer, in the defense of any claim or litigation, may not, except with the written consent of Motive, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to Motive Indemnified Parties of a release from all liability and blame with respect to the claim or litigation. Customer's obligation to indemnify and defend includes: (1) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of attorneys' fees, courts costs, and other reasonable expenses, and (2) reimbursement of reasonable attorneys' fees incurred before Customer assumed the defense (but not attorneys' fees incurred by the Motive Indemnified Parties thereafter).

10.2. Motive Indemnity.

(a) Indemnity. Notwithstanding anything in these Terms or the Additional Terms to the contrary, Motive will indemnify and defend and hold harmless Customer, and its affiliates, officers, directors, members, managers, employees, and agents (collectively the "Customer Indemnified Parties"), from and against all liabilities, damages, losses, and costs and expenses, including settlement costs and reasonable attorneys' fees, arising out of third party claims, suits, or proceedings arising out of (i) Motive's gross negligence, willful misconduct, or fraud or (ii) infringement or misappropriation of any patent, copyright, trademark, moral right, or trade secret or other intellectual property with respect to the Services ("Motive Indemnified Claim").

(b) Indemnity Excused. Motive's obligations to defend and indemnify Customer Indemnified Parties is excused only to the extent that the following materially prejudices Motive's defense: (i) Customer fails to provide prompt notice to Motive of the Motive Indemnified Claim; and (ii) Customer fails to reasonably cooperate with Motive's defense. Furthermore, Customer grants the sole control of the defense of the Motive Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof to Motive, provided that Motive, in the defense of any claim or litigation, may not, except with the written consent of Customer, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to Customer Indemnified Parties of a release from all liability and blame with respect to the claim or litigation. Motive's obligation to indemnify and defend includes: (1) settlement at Motive's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of attorneys' fees, courts costs, and other reasonable expenses, and (2) reimbursement of reasonable attorneys' fees incurred



before Motive assumed the defense (but not attorneys' fees incurred by the Customer Indemnified Parties thereafter).

(c) Exclusions. Motive has no obligation to indemnify Customer if a claim of infringement under part (a)(ii) is caused by (1) Customer's use of the Services in a manner prohibited by these Terms; (2) Customer's use of a modification or derivation of the Services not approved or provided by Motive; (3) Customer's use of the Services in combination with any product, software, data or equipment not owned or developed by Motive where such combination was not contemplated by these Terms, or (4) Customer Indemnified Party's failure to modify or replace Motive technologies as required by Motive.

(d) Additional Remedies. If claims arise that prevent the Customer from using the Services as contemplated under these Terms, or Motive reasonably believes such a claim may arise, in addition to Motive's defense and indemnity obligations set forth in the preceding paragraph, Motive may, at its option: (i) secure the necessary rights and licenses for Customer to continue using the Services, (ii) modify the Services such that it is non-infringing, or (iii) terminate these Terms (and, in such event, Motive will provide Customer with a pro-rata refund of any fees paid in advance for any access to the Services not yet provided). This section sets forth Customer's sole remedy, and Motive's exclusive liability, with respect to claims related to the infringement or violation of third party intellectual property rights.

11. Limitation of Liability.

11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS AFFILIATES, LICENSORS, AND DISTRIBUTORS WILL BE LIABLE UNDER THESE TERMS OR FROM USE OR INABILITY TO USE THE MOTIVE SERVICES FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, (B) LOSS OF USE, DATA, BUSINESS, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (C) LIABILITY FOR PROPERTY DAMAGE, REGARDLESS OF THE LEGAL THEORY AND REGARDLESS OF WHETHER THAT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2. NOTWITHSTANDING ANYTHING IN THESE TERMS, THE ADDITIONAL TERMS, OR ANY INCORPORATED DOCUMENTS TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, EITHER PARTY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS, AND AGENTS' MAXIMUM COLLECTIVE, AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT CUSTOMER HAS PAID OR IS PAYABLE FOR USE OF THE MOTIVE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MOTIVE AND CUSTOMER. THESE LIMITATIONS ARE NOT APPLICABLE TO ANY EXPRESS INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN



AND ANY CUSTOMER PAYMENT OBLIGATIONS, INCLUDING THOSE FOR MOTIVE CARDS, IN THE EVENT OF A BREACH OR EARLY TERMINATION BY CUSTOMER.

11.3. Some of the above limitations or exclusions may not be allowed in Customer's jurisdiction and may not apply to Customer. The terms of this limitation of liability will apply to the extent permitted by applicable law.

12. Arbitration.

12.1. Agreement to Arbitrate.

Unless otherwise agreed to by both Parties in writing or set forth in Section 12.6 (Exceptions to the Agreement to Arbitrate), the Parties agree that, in order to expedite and control the cost of any disputes, any legal or equitable claim arising out of or relating in any way to the Services and/or these Terms ("Claim") will be determined by binding arbitration or in small claims court as further described below.

12.2. Informal Dispute Resolution.

Except with respect to Claims listed in Section 12.6 below, the Parties agree to make a good faith attempt to resolve any disputes informally. Further, the Parties agree to provide notice to the other Party with information concerning the Claim and will attempt to resolve the dispute through good faith discussion ("Informal Negotiation Period"). After 30 days, if the Parties have been unable to reach a resolution, either Party may bring a formal proceeding as outlined below.

12.3. Arbitration Notice.

If either Party chooses to start an arbitration proceeding, the Party initiating the proceeding will send a notice of its Claim ("Arbitration Notice") to the other Party in accordance with Section 13.9.

12.4. Arbitration Procedures.

(a) Any arbitration proceedings between the Parties will be conducted under the commercial rules then in effect for the American Arbitration Association ("AAA"), except with respect to the provision of these Terms which bars class actions in Section 12.7 and any specific rules and procedures explicitly discussed in Section 12.

(b) The award rendered by the arbitrator(s) will include costs of arbitration, reasonable costs of expert and other witness and reasonable attorneys' fees. Please see this link (<https://www.adr.org/Rules>) for the AAA's current rules and procedures or contact the AAA at 1-800-778-7879.

12.5. Non-Appearance-Based Arbitration Option.

Except with respect to the Exceptions to the Agreement to Arbitrate in Section 12.6, for Claims where the total amount of the award sought in arbitration is less than \$10,000, the Party seeking the award may choose non-appearance-based arbitration. If non-appearance-based arbitration is elected, the arbitration will be conducted online, by telephone, and/or solely based on written submissions to the arbitrator. The specific manner will be chosen by the Party initiating arbitration.



Non-appearance-based arbitration involves no personal appearances by Parties or witnesses unless otherwise mutually agreed to by the Parties.

12.6. Exceptions to the Agreement to Arbitrate.

(a) Notwithstanding the foregoing, the Arbitration Notice requirement and the Informal Negotiation Period do not apply to either lawsuits solely for injunctive relief to stop unauthorized use of the Services or lawsuits concerning copyrights, trademarks, moral rights, patents, trade secrets, claims of piracy or unauthorized use of the Services.

(b) Notwithstanding the foregoing Arbitration clause, Motive may assert Claims for nonpayment or billing and collections matters in any legal forum of its choosing.

(c) Either Party may assert Claims which qualify for small claims court in the appropriate small claims court.

12.7. No Class Actions.

UNLESS THE PARTIES AGREE OTHERWISE IN WRITING, THE PARTIES MAY ONLY RESOLVE DISPUTES WITH MOTIVE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, CLASS ARBITRATIONS, PRIVATE ATTORNEY GENERAL ACTIONS AND CONSOLIDATIONS WITH OTHER CLAIMS ARE NOT ALLOWED. NEITHER PARTY MAY CONSOLIDATE A CLAIM OR CLAIMS AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION, A CONSOLIDATED ACTION, OR A REPRESENTATIVE ACTION. IF THIS SPECIFIC SECTION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF SECTION 12 (ARBITRATION) WILL BE DEEMED VOID.

13. Miscellaneous.

13.1. Integration.

(a) All attachments to these Terms, Additional Terms, and any Order Forms executed by the Parties are hereby incorporated into these Terms by reference. These Terms, including any such attachments and Order Forms, constitute the entire and exclusive understanding and agreement between the Parties regarding the Services, and supersede and replace any and all prior or contemporaneous oral or written agreements between the Parties regarding the Services, including any non-disclosure agreements.

(b) If there is a conflict between the documents that make up these Terms, the documents will control in the following order: These Terms, Order Form, Additional Terms, and the Documentation.

13.2. Severability.

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

13.3. Modifications to These Terms.

Notwithstanding anything to the contrary herein, these Terms may only be modified by a signed agreement by both Parties. Motive may, however, make changes to and/or supplement the



Additional Terms from time to time. Motive will use reasonable efforts to provide Customer with thirty (30) days' advance written notice of any material modifications to the Additional Terms. In the event that Motive modifies the Additional Terms and such modification materially reduces the Service's functionality or Customer's legal rights, Customer may provide Motive with notice of termination in accordance with Section 8.2 upon demonstration of such material adverse effect.

13.4. Assignment.

Either Party may assign or transfer these Terms, Services, or any Order Form in their entirety, with written notice to the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The Parties may not otherwise assign these Terms, Services, or any Order Form without prior written notice to the other Party, by operation of law or otherwise. Any other attempt to assign or transfer, without consent, will be null and of no effect. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns.

13.5. Governing Law and Venue.

These Terms are governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court empowered to enforce these Terms in San Francisco County, State of California, and the Parties waive any objection thereto on the basis of personal jurisdiction or venue.

13.6. U.S. Embargo.

Customer represents and warrants that Customer is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Customer is not listed on any U.S. Government list of prohibited or restricted parties.

13.7. Causes of Action.

Any cause of action related to the Services or the Terms initiated by either Party must commence within one (1) year after the cause of action arises. Otherwise, such cause of action is barred permanently.

13.8. Confidentiality.

(a) Confidential Information. Subject to Section 4.4, notwithstanding anything in these Terms, Order Forms, or the Additional Terms to the contrary, the Parties will consider confidential any information and/or documentation, which the receiving Party knew, or reasonably should have known, was confidential, regardless of its physical form or characteristics relating, to the disclosing Party's, regardless of being marked as Confidential Information or not, including, without limitation, the existence of these Terms, past, present and future research, data, business strategies, marketing plans, methodologies, processes, customer lists, pricing, software code, development, business activities, Order Forms, intellectual property, Customer Data, and the Motive Technology (the "Confidential Information").



(b) Exclusions. Notwithstanding the foregoing, Confidential Information does not include the following: (a) information that, at the time of disclosure, is in or becomes part of the public domain without violation of these Terms, directly or indirectly, by the Receiving Party or any of its Representatives (defined below); (b) information rightfully known to or rightfully in the possession of the Receiving Party on a non-confidential basis prior to disclosure to the Receiving Party by the Disclosing Party, as evidenced by written records; (c) information developed independently by the Receiving Party without reference to Confidential Information, as established by written evidence; (d) information disclosed to the Receiving Party by a third party under no obligation of confidentiality to the Disclosing Party and who did not obtain such information by a wrongful or tortious act; and (e) information authorized by the Disclosing Party in writing for disclosure or release by the Receiving Party and, in such case, only to the extent so authorized.

(c) Disclosure. The Party receiving Confidential Information agrees that, until such time as the Confidential Information enters the public domain through no fault of the receiving Party, the receiving Party will not, directly or indirectly, disseminate, or disclose any of the Confidential Information disclosed to it without the prior written consent of the disclosing Party to any third party except to Representatives who (1) have a need to know such information as required to perform duties under these Terms and (2) are subject to obligations of a confidentiality agreement directly with receiving Party containing obligations at least as restrictive as those contained herein or that are otherwise acceptable to disclosing Party; provided, however, the receiving Party will not disclose Confidential Information to any other person or entity that the receiving Party knows or should have reasonably known to be a competitor of the disclosing Party. "Representative" means, with respect to a Party, such Party's affiliates and its respective officers, directors, trustees, employees, agents, professional advisors, non-employee staff, attorneys, financial advisors, accountants, and consultants.

(d) Term. Upon termination of these Terms, the receiving Party and its Representatives may retain copies of the Confidential Information for system archival purposes or if required by an applicable government or regulatory body as part of an active certification file, which at all times will remain subject to the obligations of the receiving Party as set forth herein. Notwithstanding the foregoing, the receiving Party and its Representatives may retain archival copies of the Confidential Information, which such Confidential Information will only be used by the receiving Party and its advisors in connection with the review of its obligations under these Terms, with receiving Party's retention policy, or for purposes of compliance with applicable law; and provided that receiving Party's confidentiality obligations identified herein will remain in effect for as long as the Confidential Information is in the receiving Party's custody. Both Parties to these Terms acknowledge that damages for the breach of this section may be difficult to ascertain; therefore, in the event of a breach by a Party to these Terms of the provisions of this Confidentiality section, the non-breaching Party, in addition to any other available remedies, will be entitled to seek preliminary and permanent injunctive relief against any breach or threatened



breach of the covenants contained in this section. The Parties' obligations under this section will survive the performance or any termination of these Terms for three (3) years.

13.9. Notices.

All notices required herein to the Parties will be sent as provided below. Any notice, request, demand, claim, or other communication under these Terms will be deemed given if (a) personally delivered, when so delivered, (b) mailed, 3 business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set out below, (c) sent through an overnight delivery service providing verification of delivery, on the date verified for delivery, or (d) if an email is provided below, sent via email, upon delivery and receipt of such email.

If to Motive: Motive Technologies, Inc.
 Attn: General Counsel
 3500 South DuPont Highway
 Suite GS-101
 Dover, DE 19901
 Email: legal@gomotive.com

If to Customer: Name
 Attn:
 Address:
 Email:

13.10. Force Majeure.

Except with respect to any payment obligations hereunder, neither Party will be liable to the other Party for inadequate performance to the extent caused by a reasonably unforeseeable condition (for example, natural disaster, pandemic, endemic, act of war or terrorism, labor disputes, governmental action, utilities failures, third party software or hardware, and internet disturbance) that was beyond its reasonable control, and which condition (a) has an adverse effect on such Party's ability to perform its obligations under the Order Form and/or these Terms and (b) is not the result of that Party's negligence, fault, or failure to perform any of its obligations under an applicable Order Form and/or these Terms. If such an event continues for more than thirty (30) days, either Party may cancel unperformed Services, applicable Order Forms, or these Terms upon fifteen (15) days' written notice.

13.11. Relationship of the Parties.

The Parties are independent contractors. These Terms do not create a partnership, joint venture, or agency relationship between the Parties.



13.12. Customer's Affiliates.

(a) **Rights of Customer's Affiliates.** Motive acknowledges and agrees that the Affiliates, although not a contracting party to these Terms, will have the same rights and obligations as Customer described herein, including without limitation the right to insist upon performance of all Motive's obligations and duties described hereunder for the benefit of such Affiliates, provided, however that (i) any Affiliates using the Services must agree to the terms and conditions of these Terms and (ii) Customer will be responsible for such Affiliates' use of the Services under these Terms. Motive and Customer agree to use good faith efforts after execution of these Terms to apply the terms and conditions of these Terms to any Affiliate orders placed prior to execution.

(b) **No Joint Liability.** Motive acknowledges there will be no joint liability between multiple Affiliates.

(c) **Order Form.** Affiliates will sign an Order Form in order to be bound to these Terms and receive the benefits afforded herein.

13.13. Export Compliance.

The Services may be subject to export restriction laws and regulations in the U.S. and any other applicable jurisdiction. and Customer and/or End User is responsible for compliance regarding Customer's and its End Users' use of the Services. Customer will not permit End Users to use the Services from a U.S. embargoed country.

13.14. Waiver.

The Parties' failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

13.15. Construction.

Any ambiguity in the Terms will be interpreted equitably without regard to which Party drafted the Terms. "Including" and "include" will be construed to mean "including without limitation."

13.16. Counterparts.

The Terms and any Order Form may be executed in counterparts, which taken together will constitute one instrument, and may be executed and delivered electronically.

14. Definitions.

14.1. "Additional Terms" means all applicable terms and agreements located at:

(a) "API Terms of Service" means the terms located at: <https://gomotive.com/legal/api-terms-of-service/>. (Applicable if Customer also develops APIs into the Motive systems.)



(b) “Biometric Services Addendum” means the terms located at <https://gomotive.com/legal/biometric-services-addendum/>.

(c) “Copyright Dispute Policy” means the terms located at: <https://gomotive.com/legal/cdp/>.

(d) “Hardware Terms and Warranty” means the terms located at: <https://gomotive.com/legal/hardware-terms/>.

(e) “Privacy Policy” means the policy located at: <https://gomotive.com/legal/privacy/>. (Applicable only to an individual's use of the website www.gomotive.com.)

(f) “Professional Service Terms and Conditions” means the terms located at: <https://gomotive.com/legal/professional-services/>.

(g) “Spend Management Terms” means the terms located at: <https://gomotive.com/legal/terms-of-service/expense-management-cards/>

(h) “Data Request Policy” means the terms located at: <https://gomotive.com/legal/data-requests/>

14.2. “Administrator(s)” means a Customer-designated End User who administers the Services account and has access to permissions and other sensitive settings.

14.3. “Affiliate(s)” means those entities that currently or hereafter directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with a Party. Affiliates may also include those entities in which a Party currently or hereafter serves as a general partner, limited partner or as a trustee (or similar capacity). For purposes of this definition, “control” (including “controlled by” and “under common control with”) will mean the power to direct or cause the direction of the affairs or management of an entity, whether through the ownership of voting securities, as trustee, personal representative, or executor, by contract or otherwise, including, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such entity.

14.4. “API Key” means any API key for the Services that Customer can use or share with a third party for access, collection, and use of Customer Data.

14.5. “Apps” means downloadable software, including the mobile device software.



14.6. “Beta Features” means services, or software features available to Customer on a trial, beta, early access, or similar basis. “Beta Features” does not apply to unreleased Hardware. Unreleased Hardware is governed by a separate written agreement between the Parties.

14.7. “Customer Data” means any data and information Customer or its End Users upload, transmits, generates, or submits to the Motive Software, including data and information from Non-Motive Products and Hardware Data.

14.8. “Documentation” means any written documentation available on the Motive website, provided with the Motive logo, and policies related to the provision of the Services.

14.9. “End User(s)” means individual users of Customer’s Services account. End Users may include Customer’s and/or its Affiliate’s employees, agents, and contractors.

14.10. “Hardware” means the Motive devices that are ordered by Customer under an Order Form or otherwise provided by Motive and used by Customer under these Terms.

14.11. “Hardware Data” means the data and information regarding use of the Hardware, and/or collected from the Hardware, that Motive makes available to Customer via the Services.

14.12. “IFTA” means the International Fuel Tax Agreement.

14.13. “Live Streaming” means the ability to allow fleet managers to view live AI Dashcam video in the Fleet Dashboard remotely, in real time.

14.14. “Motive App Marketplace” means Motive’s online marketplace for web or other software services or applications that utilize or interact with the API and integrate with the Service.

14.15. “Motive Data” means Customer’s usage data and performance, statistics, aggregate data, and other de-identified data derived from Customer Data so that such data cannot be attributed to a particular Customer.

14.16. “Motive Output” means the Hardware Data and other information and reports to the extent made available to Customer through the Services.

14.17. “Motive Service(s)” or the “Service(s)” means the (a) combined offerings of Software offered as a service, (b) Software offered as a service, either in combination with Purchased Hardware or otherwise, (c) the Motive App Marketplace, excluding the Non-Motive Products (d) support or other services described in an exhibit, attachment, or SOW referencing the Order Form or the Terms, (e) the Software, and (f) the Hardware, in each case that are ordered



by Customer under an Order Form or otherwise provided by Motive and used by a Customer, End User, or Administrator under these Terms.

14.18. "Motive Technology" means the Services, Documentation, Motive Data, Motive API, Deliverables and Motive's trademarks, logos, and other brand features.

14.19. "Non-Motive Product(s)" means any Customer-provided or third party services, hardware, products, websites, applications, services that interoperates with the Motive Services, a website linked from the Motive Services, and/or any application or service available through the Motive App Marketplace or other approved method.

14.20. "Order Form" means the (a) ordering document, (b) ordering webpage, or (c) order confirmation or other communication of ordering, in each case for the Motive Services.

14.21. "Replacement Fee" has the meaning set forth in the Limited Hardware Warranty.

14.22. "Restoration Fee" has the meaning set forth in the Limited Hardware Warranty.

14.23. "Software" means the Site, software embedded in Hardware, and fleet management and other software, including the Apps, that are ordered by Customer under an Order Form or otherwise provided by Motive and used by Customer under these Terms.

14.24. "Services Term" means the term of these Terms, which begins on the Effective Date and continues until the earlier of the expiration of Subscription Term or these Terms are otherwise terminated.

14.25. "Subscription Term" means the initial subscription term set forth in an Order Form and all renewal terms for the Subscription services.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have caused these Terms to be executed by their duly authorized representatives on the Effective Date.

Customer:

Motive Technologies, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A SERVICE LEVEL AGREEMENT

Overview:

This Service Level Agreement (“SLA”) provides supplemental commitments from Motive for the use of the Services under the Motive Terms of Service and are effective to the extent Customer has fully paid for the Services pursuant to a valid Order Form. This SLA does not apply to Hardware failures, which are covered by the Hardware Terms and Warranty. Unless otherwise noted, capitalized terms will have the meaning specified in the Terms of Service. Motive reserves the right to change the terms of this SLA upon thirty days’ prior notice to affected Customers. Upon subscribing to updates concerning the Motive Uptime at <https://status.gomotive.com/>, Customer will receive real time up-to-date information about the status of Motive’s System.

Service Level Commitment:

Motive will make the Services available with a Monthly Uptime Percentage (as defined herein) of at least 99.5% during any calendar month (the “Service Level Commitment”).

Monthly Uptime Percentage shall be calculated by subtracting from 100% the percentage of minutes during the month in which Customer is unable to log into the Motive Fleet Dashboard (the “System”), except with respect to any time associated with the “Exclusions” listed below, and Hardware failures, which are covered by the Hardware Terms and Warranty.

Service Level Failures:

Motive’s failure to meet the Service Level Commitment (“Service Level Failure”) shall entitle Customer to receive credits against any amounts payable to Motive for Services (“Service Level Credits”) in accordance with this SLA as further specified in the table below:

Monthly Uptime Percentage	Service Credit
=>99.5%	No Credit Due
=>98% and <99.5%	10%
=>97% and <98%	20%
=>96% and <97%	30%
=>90% and <96%	40%
<90%	50%



Credit Request Procedure:

To receive a Service Level Credit, Customer must submit a claim to support@gomotive.com. To be eligible, the credit request must be received by Motive within either 60 days of the alleged Service Level Failure or by the end of the second billing cycle after the Service Level Failure (the "Credit Request Period"), whichever is shorter, and must include:

1. The words "SLA Credit Request" in the subject line;
2. The dates and times of the alleged Service Level Failure incident; and
3. A description of the alleged Service Level Failure as it was experienced by Customer.

If the Monthly Uptime Percentage is confirmed by Motive as being less than the Service Level Commitment, then Motive will issue the applicable Service Level Credits to Customer in accordance with the procedure below. Customer's failure to provide the request as specified herein will disqualify Customer from receiving a Service Level Credit.

Issuance of Credits:

Motive shall reduce the amount payable by Customer on Customer's next payment due to Motive by the amount of Service Level Credits Customer received during the applicable month for which Service Level Credits are owed. If the Service Level Credits exceed the amount payable by Customer, then Customer may offset the excess amount against amounts payable on the next billing cycle(s).

Root Cause Analysis:

Motive shall conduct, at its expense, a root cause analysis for each Service Level Failure. At Customer's request, Motive shall provide a report of such root cause analysis, except that Motive may remove any confidential or sensitive information contained therein. This report, regardless of the removal of information, is considered Motive Confidential Information under the Motive Terms of Service and may not be shared with any third party.

Motive shall implement and operate all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Level Specifications. Motive shall use market standard measurement and monitoring tools where available.

Exclusions:

No Service Level Credits shall be available for unavailability due to:

1. A suspension or termination of Services for reasons listed in the Terms of Service;
2. Factors outside of Motive's control, including force majeure events, and system failures experienced by Motive's third party network service providers, including, without limitation, AWS and AT&T;
3. Customer's use of Customer's equipment, software, or other technology and/or third party equipment, software, or other technology other than the Services; and/or
4. Scheduled maintenance.



Support and Response:

Maintenance and Support will be provided by telephone/chat/email and will be available 24 hours a day, seven days a week. For urgent issues please contact Support via phone or chat to ensure quick response and streamlined communication.

Upon receipt of notice of a System error, Motive shall assign appropriate technical personnel to review the issue and provide Customer with an acknowledgement that it has received such notice (such actions together a "Response"). In the event Customer notifies Motive of a System error, Motive shall use commercially reasonable efforts to correct errors in accordance with the severity levels below. Targeted resolution times will depend on the reported issue. Motive aims to resolve each error with urgency, based on internal resources available.

Severity Levels and Resolution		
Severity	Definition	Response Time
Severity Level 1	Critical Outage - System is down.	1 hour
Severity Level 2	Critical issue, System is available but key functionality and/or applications are not operable. Workarounds are not available to replace affected functionality.	4 hours
Severity Level 3	System is available; however, non-critical functionality or applications are not working. No reasonable workarounds are available.	1 business day (i.e., if Motive received a ticket on Friday at 1 pm, Motive would respond by Monday at 1 pm)
Severity Level 4	A non-critical incident where typically a reasonable workaround can be provided.	2 business days (i.e., if Motive received a ticket on Friday at 1 pm, Motive would respond by Tuesday at 1 pm).



Exhibit B

Data Protection Addendum

This Data Protection Addendum (“Addendum”) establishes minimum data protection standards for Motive Technologies, Inc. (“Service Provider”) in connection with its performance of services for Customer and/or Affiliate(s) (“Company”) or to the extent it otherwise has access to Personal Information (defined below) in connection with the provision of services to Company under the Motive Terms of Service, signed by Company and Service Provider (the “Terms”) (such services, “Services”). This Addendum is incorporated into and forms part of the Terms. Terms not defined in this Addendum shall have the meaning given in the Terms. Unless otherwise stated in the Terms, in the event of any conflict between the terms of this Addendum and the Terms, the terms of this Addendum shall govern.

1. Effect of Addendum. Subject to the above modifications, the Terms remain in full force and effect.
2. Definitions.
 - 2.1. “Applicable Law” means the federal, state, or provincial law applicable to the products or services provided under the Terms which relate to the confidentiality, security, use, and availability of Personal Information.
 - 2.2. “Personal Information” means any information defined as personal information or personal data, relating to an identified or identifiable natural person (“Data Subject”) under Applicable Law. An identifiable natural person is one who can reasonably be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier; or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 2.3. “Sale” or “Sell” has the meaning provided in Section 1798.140(ad) of the California Civil Code.
 - 2.4. “Security Incident” means a breach of security of a system under Service Provider’s management or control leading to the unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information, as defined by Applicable Law.
 - 2.5. “Share” has the meaning provided in Section 1798.140(ah) of the California Civil Code.
3. Service Provider Representations. Service Provider represents and warrants that, under Applicable Law, it is a “service provider,” for the purposes of the services it provides to Company pursuant to the Terms, according to the meaning given to that term in any Applicable Law, as of the date of execution of this Addendum.
4. Restrictions.
 - 4.1. Service Provider, and any subcontractor of Service Provider, shall not Sell or Share Personal Information it receives from, or on behalf of, Company.



- 4.2. Service Provider shall only use Personal Information for the purpose(s) of providing the Services as set out in the Terms to which this Addendum is attached, or as otherwise permitted by Applicable Law. Service Provider may only disclose Personal Information to third parties for the limited and specified business purpose(s) set forth within the Terms, or as otherwise permitted by Applicable Law.
- 4.3. Service Provider, and any subcontractor, may not retain, use, or disclose Personal Information received from, or on behalf of, Company for any purposes other than the provision of those Services detailed in a Statement of Work, or as otherwise permitted by Applicable Law.
- 4.4. Service Provider, and any subcontractor, may not retain, use, or disclose Personal Information received from, or on behalf of, Company for any commercial purpose other than the business purposes specified in the Terms, including in the servicing of a different business, unless expressly permitted by Applicable Law.
- 4.5. Service Provider, and any subcontractor, may not retain, use, or disclose Personal Information received from, or on behalf of, Company outside the direct business relationship between the Service Provider and Company, unless permitted by Applicable Law.
- 4.6. Service Provider shall comply with all applicable sections of Applicable Law, including providing the same level of privacy protection as required by Company; including cooperating with Company in responding to and complying with Data Subject's requests made pursuant to Applicable Law, and implementing reasonable security procedures and practices appropriate to the nature of the Personal Information received from, or on behalf of, Company to protect such Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure.
- 4.7. Service Provider grants Company the right to take reasonable and appropriate steps to ensure that Service Provider uses Personal Information that it received from, or on behalf of, Company in a manner consistent with Company's obligations under Applicable Law.
- 4.8. Service Provider shall notify Company, no later than five (5) business days after it makes such a determination, if it can no longer meet its obligations under Applicable Law.
- 4.9. Company may require Service Provider to provide documentation that (a) verifies that Service Provider no longer retains or uses Personal Information of Data Subjects that have made a valid request to delete Personal Information which is not subject to an exception to such deletion obligation under Applicable Law; (b) verifies that Service Provider had limited the use of Personal Information of Data Subjects that have made a valid request to limit the use of Sensitive Personal Information which is not subject to an exception to such obligation under Applicable Law; or (c) verifies that Service Provider does not sell or share Personal Information of Data Subjects as defined by Applicable Law.



- 4.10. Service Provider shall inform Company of any Data Subject request made pursuant to Applicable Law that either Service Provider or Company must comply with and provide information necessary for Company to comply with the request.
5. Breach Notification.
- 5.1. Service Provider will a) notify Company of a Security Incident without undue delay after becoming aware of the Security Incident, and b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Such notification shall be effectuated in time for Company to be able to fulfill any obligations it may have under Applicable Law.
- 5.2. Service Provider will assist Company in relation to any personal data breach notifications Company is required to make under Applicable Law. Service Provider will include in the notification under this section such information about the Security Incident as Service Provider is reasonably able to disclose to Company, taking into account the nature of the Services, the information available to Service Provider, and any restrictions on disclosing the information, such as confidentiality.
- 5.3. Company agrees that an unsuccessful Security Incident will not be subject to this section. An unsuccessful Security Incident is one that results in no unauthorized access to Personal Information, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.
6. Audit. Service Provider shall provide Company with reasonably requested information necessary to demonstrate compliance with Applicable Law. Service Provider may, provide to Company an independent evaluation by a recognized third party audit firm such as an American Institute of Certified Public Accountants ("AICPA") compliant Service Organization Control 2 ("SOC 2") Type 2 audit covering the relevant scope of systems, applications and services used in providing Services to Company to demonstrate compliance with Service Provider's obligations under the Terms. Should Service Provider not provide Company with such third party independent evaluation, Company may conduct, in a mutually agreed upon time and scope, an audit of those systems of Service Provider as is reasonably necessary to confirm compliance with Service Provider's obligations under the Terms.
7. Termination Obligations. At Company's direction following expiration or termination of these Terms, Service Provider shall return, in a mutually agreed upon format, or safely destroy all Personal Information that Service Provider obtained in connection with performing the Services exclusively for Company, within thirty (30) days of such expiration or termination. Service Provider shall promptly notify Company in writing once all such information has been returned or destroyed (as applicable in accordance with Company's direction) provided that Service Provider may maintain copies of Personal Information where continued storage is required or permitted by Applicable Law. For avoidance of doubt, the provisions of this Addendum shall continue to apply to the Personal Information concerned, and Service Provider shall only Process this Personal Data pursuant to the purposes permitted by Applicable Law.