

Geotab Limited Warranty Statement

IMPORTANT, PLEASE READ:

- BY USING A GEOTAB PRODUCT, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS GEOTAB LIMITED WARRANTY STATEMENT ("WARRANTY STATEMENT").
- CUSTOMER SHOULD NOT USE ANY GEOTAB PRODUCTS UNTIL IT HAS READ THIS WARRANTY STATEMENT. IF CUSTOMER DOES NOT WISH TO BE BOUND BY THIS WARRANTY STATEMENT, DO NOT INSTALL, USE, ACCESS OR RETAIN THE SOLUTION AND RETURN ALL HARDWARE TO THE SELLER FROM WHICH THEY WERE PURCHASED WITHIN 30 DAYS OF RECEIPT FOR A FULL REFUND OF THE PURCHASE PRICE.
- THIS WARRANTY STATEMENT APPLIES ONLY TO THE GEOTAB SOLUTION AND DOES NOT APPLY TO THIRD PARTY PRODUCTS, EVEN IF PACKAGED OR SOLD WITH THE GEOTAB SOLUTION. THIRD PARTY PRODUCTS MAY HAVE THE BENEFIT OF A MANUFACTURER'S WARRANTY PROVIDED BY THE PRODUCT MANUFACTURER.

1. Definitions

- a. In addition to terms defined throughout this Warranty Statement, each term defined below shall have the meaning ascribed to it in this Section 1 (Definitions):
 - i. **"Customer"** means the end user of the Hardware and/or Software.
 - ii. **"Customer Agreement"** means the current version of the Geotab End User Agreement or such other agreement between Geotab and the Customer relating to the use of the Solution or any part thereof.
 - iii. **"Expected Service Life"** means the time period during which the applicable Hardware is compatible with the telecommunications network it was designed to support (e.g. 2G, 3G, 4G, LTE network).
 - iv. **"Geotab"** means Geotab Inc. and/or its applicable subsidiary or affiliate.
 - v. **"Hardware"** means Geotab branded hardware devices and accessories, including in-vehicle telematics hardware, but excluding Incidental Hardware and Third Party Products.
 - vi. **"Hardware Warranty Period"** means:
 1. With respect to GO Devices, the Expected Service Life of the GO Device, subject to any minimum subscription length or subscription plan requirements set by Geotab from time to time, commencing on the applicable Warranty Commencement Date;
 2. With respect to the GO Anywhere, the one-year period commencing on the applicable Warranty Commencement Date; or

3. With respect to all other Hardware, the one-year period commencing on the applicable Warranty Commencement Date.
- vii. **"Incidental Hardware"** means any non-essential, ancillary components or accessories accompanying the Hardware, as determined by Geotab from time to time, which may be provided for convenience or promotional purposes and do not constitute integral or functional parts of the Hardware. This may include, but is not limited to, items such as zip ties, stickers, promotional materials, packaging inserts, and other similar items.
 - viii. **"Person"** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.
 - ix. **"Software"** means Geotab's software services (such as MyGeotab®) or other software products developed and owned by Geotab or its licensors, excluding Third Party Applications.
 - x. **"Software Warranty Period"** means the period during which the Customer has a valid license to use the applicable Software pursuant to the Customer Agreement
 - xi. **"Solution"** means, collectively, the Hardware and the Software.
 - xii. **"Third Party Applications"** means any third party software applications or web-based services that may be used to interoperate with the Software.
 - xiii. **"Third Party Products"** means Third Party Applications and any non-Geotab branded products, software, data or services developed, manufactured and sold by a Person that is not affiliated with Geotab including, without limitation, any products or services offered on the Geotab Marketplace®, whether such products or services are fulfilled by Geotab or otherwise.
 - xiv. **"Warranty Commencement Date"** means:
 1. With respect to GO Devices® and the GO Anywhere™, the date upon which such Hardware activates or is installed, whichever occurs first;
 2. With respect to all other Hardware, the purchase date of such Hardware; and
 3. With respect to Software, the day on which the Customer first obtains a valid license to use the applicable Software pursuant to the Customer Agreement.

2. **Hardware**

- a. **Limited Warranty Scope:** Geotab warrants that, during the Hardware Warranty Period, Hardware will substantially perform in accordance with the publicly available written

specifications that Geotab issues with respect to such Hardware and will be substantially free from defects in materials and workmanship (the "**Hardware Warranty**"). The Hardware Warranty is subject to the limitations and/or conditions set forth in this Warranty Statement, in the specifications for the particular Hardware (if any), and in the Customer Agreement.

- b. Warranty Period: The Hardware Warranty is valid during the applicable Hardware Warranty Period.
- c. Hardware Warranty Remedies: During the Hardware Warranty Period:
 - i. If Hardware does not conform to the Hardware Warranty, Geotab will either repair or replace such Hardware, provided Customer properly completes, and Geotab receives from Customer (directly or indirectly), a justified written warranty claim and all affected Hardware;
 - ii. Geotab reserves the right to replace any Hardware with a more current version or model, or a refurbished device, that is materially functionally equivalent in its sole discretion;
 - iii. Geotab reserves the right to charge Customer return shipping and a reasonable service fee if Geotab determines that Customer's warranty claim was not justified, as determined in Geotab's sole discretion; and
 - iv. The remaining Hardware Warranty Period for any Hardware repaired or replaced under the Hardware Warranty is deemed to be the greater of: (a) the actual remaining Hardware Warranty Period for the replaced or repaired Hardware; and (b) ninety (90) days following the completion of such repair or replacement.
- d. Conditions and Exclusions:
 - i. The Hardware Warranty shall not apply:
 - 1. if the Customer fails to submit a warranty claim promptly after the date when Customer noticed or reasonably ought to have noticed the defect;
 - 2. if the Hardware is not properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the applicable Geotab documentation, manuals and/or specifications;
 - 3. if the Hardware is modified or misused;
 - 4. if the Hardware is combined or utilized with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Geotab, including Third Party Products;
 - 5. if the Hardware is operated under any specification other than, or in addition to, Geotab's standard specifications for the applicable Hardware;

6. if the Hardware suffers damage caused by exposure to environmental conditions for which the Hardware is not intended;
 7. to cosmetic damage, normal wear and tear or to consumable parts (e.g., batteries);
 8. to Third-Party Products (including, without limitation, vehicles tracked using the Solution) and Geotab is not responsible for malfunctions by or in such Third-Party Products or malfunctions in the Solution caused by Third-Party Products;
 9. to the phase-out and/or discontinuation of networks, infrastructure, or services by telecommunication providers; or
 10. to Incidental Hardware.
- ii. In order to make a warranty claim, the Customer may be required to prove that the installation of the Hardware did not cause the defect or failure of the Hardware, unless the installation was performed by a Geotab-authorized installer.
- e. Additional Hardware Specific Conditions and Exclusions: Additional conditions and exclusions apply to certain Hardware, as set out below. The following exclusions and conditions are in addition to, and not in lieu of, the conditions and exclusions otherwise applicable to the Hardware Warranty.
- i. *IOX-SATIRD*: Geotab is not responsible for the operation or failure of operation of any satellite based positioning system or the availability of any satellite based positioning signals.
 - ii. *IOX-KEYLESS-NK*: Geotab is not responsible for the integration of the Customer key fob with the IOX-KEYLESS-NK. Integration of a key fob into the IOX-KEYLESS-NK device is the sole and absolute responsibility of the Geotab reseller (if performing the integration) or the key fob service provider appointed by the Geotab reseller and, in any case, is performed at the sole risk of the Geotab reseller or key fob service provider, as applicable. Accordingly, the Hardware Warranty applies solely to the IOX-KEYLESS-NK device prior to key fob integration and, in the event Customer submits a warranty claim relating to an IOX-KEYLESS device after a key fob has been integrated into an IOX-KEYLESS device, the Customer's reseller must provide evidence, to Geotab's satisfaction, that the root cause of failure stems from a breach of the Hardware Warranty prior to the integration. Without limiting any conditions or exclusions set out in this Warranty Statement or in the Customer Agreement, Geotab specifically disclaims any warranties, either express or implied by law, relating to the integration of the key fob with the IOX-KEYLESS-NK and in no event will Geotab be liable for any damage to the key fob, including any replacement thereof, as a result of the integration with the IOX-KEYLESS-NK.

3. Software

- a. Warranty Scope: Geotab warrants that, during the Software Warranty Period, the Software will substantially perform in accordance with the publicly available written specifications that Geotab issues with respect to such Software (the “**Software Warranty**”). The Software Warranty is subject to the limitations and/or conditions set forth in this Warranty Statement, in the specifications for the particular Software (if any) and in the Customer Agreement.
- b. Warranty Period: The Software Warranty is valid for the Software Warranty Period, commencing on the applicable Warranty Commencement Date.
- c. Remedies: During the Software Warranty Period, the Customer will be entitled to receive such fixes and updates to the Software as Geotab releases and makes commercially available to its customers generally and for which it does not charge separately. Fixes and updates will be delivered as outlined in the Customer Agreement.

4. **Support Information and How to Obtain Warranty Service**

If Customer encounters an issue with the Solution, please first refer to our support resources available in MyGeotab. Should Customer require further assistance, Geotab's Geotab Support team is available to assist Customer through the following channels:

- Live Chat: Connect with Geotab instantly via the MyGeotab or Geotab Community web portal for real-time assistance.
- Helpdesk Ticket: Submit a ticket through MyGeotab or MyAdmin for detailed support.
- Email: Reach out to us at helpdesk@geotab.com with your inquiries.
- Phone Support: Speak directly with a support representative by calling Geotab at the numbers listed below:
 - US/Canada: 1 (800) 397 7102
 - UK: [+44] (800) 368 9647
 - Spain: [+34] (900) 958 018
 - Germany: [+49] (800) 000 4510
 - Italy: [+39] (800) 961 630
 - France: [+33] (801) 840 598
 - Ireland: [+353] (800) 852 910
 - Netherlands: [+31] (800) 022 2566
 - Belgium: [+32] (800) 54 701

If the Geotab Support team is unable to resolve the issue and the Hardware is still within the Hardware Warranty Period, Geotab Support will authorize a return of the applicable Hardware for inspection and further action in accordance with this Warranty Statement. Geotab offers prepaid return shipping in some regions to ensure a smooth and cost-effective resolution for our customers. Please contact Geotab Support or your Geotab reseller for more information.

5. **DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY STATEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS 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 INCLUDING THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (I) ANY ASPECT OF THE SOLUTION WILL MEET CUSTOMER'S BUSINESS OR OTHER REQUIREMENTS; (II) THE SOLUTION, INCLUDING ANY THIRD PARTY PRODUCTS, WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (III) THE SOLUTION WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE, RELIABLE OR CURRENT; OR (IV) ANY ERRORS IN THE SOLUTION CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED.

6. Conflicts and Amendments

- a. Conflicts: If there is any conflict or inconsistency between this Warranty Statement and any other documentation issued by Geotab with respect to the subject matter of this Warranty Statement, this Warranty Statement will take precedence.
- b. Amendments: Geotab may update this Warranty Statement from time to time in its sole discretion with or without notice to, by way of example but without limitation, contemplate new products, provided that Geotab will not materially diminish the warranties described in this Warranty Statement without notifying Customer via Geotab's website, email or other means.