Supplemental Terms for Video Devices and Video Device Service

These Supplemental Terms for Video Devices and Video Device Service ("**Supplemental Terms**") are in addition to the terms of the Geotab End User Agreement (the "**Geotab EUA**") that you accepted when you set up an account using MyGeotab or such other agreement between you and Geotab governing your use of Geotab's products and/or services. These Supplemental Terms apply to the extent you use the Geotab Video Device service (the "**Video Device Service**") to display video data ("**Video Data**") in connection with your use of: (i) a third party in-vehicle video device ("**Third Party Video Device**") manufactured and sold by a third party (the "**Third Party Video Device Provider**"); and/or (ii) a Geotab-branded in-vehicle video device ("**Geotab Video Device**", together with the Third Party Video Device, collectively, "**Video Device**").

By clicking "I Accept," or by installing or using the Video Device Service, you ("**you**") create a legally binding agreement with Geotab Inc. ("**Geotab**") based on these Supplemental Terms. You confirm that you have the authority to bind yourself and your company or organization to these terms. If you lack this authority or do not agree to these terms, you are prohibited from installing or using the Video Device Service or the Geotab Video Device. These Supplemental Terms become effective as soon as you first install or use the Video Device Service. Should there be any conflict between these Supplemental Terms and the Geotab EUA, these Supplemental Terms will take precedence. Capitalized terms not defined in these Supplemental Terms carry the meanings given to them in the Geotab EUA.

1. **Video Devices Generally**. In order to use the Video Device Service you must have acquired and associated with your Geotab GO devices or third party telematics devices, a Video Device.

2. **Third Party Video Device Terms**. Your use of Third Party Video Devices and associated cloud services provided by the applicable Third Party Video Device Provider is subject to the applicable terms and conditions set out in Exhibit A (the "**Third Party Video Device Terms**"). By accepting these Supplemental Terms you are also accepting and agreeing to the applicable Third Party Video Device Terms and you hereby confirm that you have ready and agreed to abide by such terms. You represent and warrant that you will comply with the applicable Third Party Video Device Terms and will indemnify, defend and hold Geotab harmless from and against any and all damages, liabilities, costs, losses and expenses (including reasonable legal costs and fees) arising from or related to any claim, demand, complaint or action by a third party, including the Third Party Video Device Provider, arising out of or incident to your breach of the Third Party Video Device Terms. Geotab disclaims any and all liability, responsibility, or other obligations related to the use of any Third Party Devices by you.

3. **Use of Third Party Video Devices**. With respect to your use of a Third Party Video Device, you agree as follows:

    a. Processing Instructions for Video Data. In addition to the Third Party Video Device Provider, Geotab is also acting as a processor of the Video Data from your Third Party Video Devices and the data processing instructions provided by you to the Third Party Video Device Provider under the Third Party Video Device Terms apply.

    b. Streaming vs. Storage of Video Data. Video Data from Third Party Video Devices is streamed to MyGeotab directly from the Third Party Video Device Provider's cloud infrastructure. Such Video Data is therefore not stored within the Geotab cloud infrastructure and is subject only to the Third Party Video Device Provider's security

policies and procedures. However, certain metadata (device serial number, event type, event timestamp and event ID) generated by the Third Party Video Devices ("**Status Data**") are downloaded from the Third Party Video Device Provider cloud infrastructure or Geotab gateway servers, as applicable, and stored in your MyGeotab database. Only Status Data that has been downloaded and stored in your MyGeotab database is subject to the security policies and procedures identified in the Geotab EUA.

c. Processing Instructions re Enhanced Video Analysis. Notwithstanding Section 3(b), to the extent you use Geotab's services to provide event insights, driver coaching or similar enhanced functionality provided by Geotab for Third Party Video Devices, you hereby instruct Geotab to download, copy, store, and process Video Data from the applicable Third Party Video Device Provider's cloud infrastructure to provide such enhanced functionality and you further agree that once such Video Data is downloaded to the Geotab cloud infrastructure, it shall be considered Fleet Data for the purposes of the Geotab EUA and will be subject to the security policies and procedures identified therein. You represent and warrant that your instructions to Geotab for the processing of such Video Data do not violate the terms of any agreement between you and the applicable Third Party Video Device Provider.

4. **Use of Geotab Video Devices; Restrictions**. With respect to your use of a Geotab Video Device, you agree as follows:

a. Video Data. Video Data from Geotab Video Devices is subject to the security policies and procedures identified in the Geotab EUA.

b. Fleet Data & Exclusions. Video Data is Fleet Data for the purposes of the Geotab EUA. Fleet Data does not, however, include (i) Video Device insights and other information, data or content (such as locations of road signs and traffic signals) that has been calculated, processed, or derived from Video Data, including, without limitation, through the use of algorithms; or (ii) Analytic Data. Customer acknowledges that while Geotab does not claim ownership of the Fleet Data, Geotab shall exclusively own all right, title, and interest in and to the underlying AI models developed and trained using such Fleet Data.

c. Disclaimers. Without limiting the generality of any disclaimers set forth in the Geotab EUA, and to the maximum extent permitted by applicable law:

i. *AI Accuracy and Reliability*: Geotab does not represent, warrant, or covenant that Geotab Video Device's detection of distracting driving events, driver authentication, or any other analytical output will be entirely accurate, reliable, or free from errors, false positives, or false negatives. The performance of the Geotab Video Device, including any AI algorithms embodied therein, is dependent on various factors, including environmental conditions, camera placement, lighting, and driver behavior, and may not always reflect actual events precisely.

ii. *Supplementary Tool*: The Geotab Video Device is intended solely as a supplementary tool to assist in fleet management, safety monitoring, and driver behavior analysis. The Geotab Video Device is not a substitute for vigilant driving

practices, adherence to traffic laws, proper vehicle maintenance, or sound judgment by drivers.

iii. *No Accident Prevention Guarantee*: Geotab makes no warranty or guarantee that the Geotab Video Device will prevent accidents, incidents, or mitigate all risks associated with vehicle operation. You acknowledge and agree that responsibility for safe vehicle operation and compliance with all applicable laws rests solely with the driver of the applicable vehicle.

d. Specific Restrictions on Use. Without limiting the generality of any restrictions set forth in the Geotab EUA, Customer agrees not to (i) use the Geotab Video Device in a manner that would result in the collection and/or processing of Protected Health Information (PHI), make Customer or Geotab a "covered entity" or "business associate" as defined under the Health Insurance Portability and Accountability Act (HIPAA), or otherwise subject Geotab to HIPAA; (ii) use the Geotab Video Device for any unethical or illegal purpose, including but not limited to, harassment, discrimination, intimidation, illegal surveillance or any other activity that violates the rights or dignity of individuals; or (iii) use a Geotab Video Device and related Video Data other than for your own internal business purpose.

e. Data Usage and Fair Use. The license granted to Customer under the Geotab EUA with respect to a Geotab Video Device includes the use of connectivity data to the extent the Customer is using the Geotab Video Device for its Intended Purpose. “Intended Purpose” shall mean the use of the Geotab Video Device and Video Device Service only for the following purposes: (a) identifying and remediating contextual and driver behaviour events deemed to present a risk to the driver and/or the surrounding environment; and (b) driver exoneration. Customer shall not use connectivity data unreasonably, excessively or in a manner inconsistent with the Intended Use. Geotab monitors data usage to ensure it aligns with the foregoing. If usage is determined to be non-compliant, Geotab may manage the connection speed and/or apply additional charges for the data overage.

f. Product Specific Terms for Go Focus Plus and Go Focus Pro. The following terms apply to the extent you use a Go Focus Plus or Go Focus Pro:

i. *No Government End Users*. Unless otherwise agreed by Geotab, the Go Focus Plus and Go Focus Pro Video Devices may not be sold to, purchased by, purchased on behalf of, resold to, or otherwise provided, directly or indirectly, to any entity for use in an environment or application that requires FedRAMP authorization or compliance.

ii. *Service Level Agreement*. Unless otherwise specified in writing by Geotab, any service level agreement in effect between you and Geotab shall not apply to the Go Focus Plus or Go Focus Pro.

5. **Privacy Notice**. For more information with respect to the Video Data Geotab collects and how it is used, see the Geotab Product Privacy Notice. By agreeing to these Supplemental Terms and/or using the Video Device Service, you acknowledge that you are aware of and agree to the data collection and processing described therein and you hereby instruct Geotab to process Video Data in accordance therewith.

6. **Privacy Compliance**. With respect to your use of any Video Device, you agree as follows:

    a. Compliance as Controller. You shall comply with all applicable privacy laws and regulations in connection with your use of the Video Device. You acknowledge and agree that for the purposes of applicable data protection laws, Customer is the data controller (or equivalent under applicable local law) of all Video Data and any other personal information collected or processed through its use of the Video Device or Video Device Service. Geotab acts solely as a data processor (or equivalent under applicable local law) on behalf of Customer and according to Customer's instructions. As the data controller, Customer is solely responsible for fulfilling all controller obligations, including, without limitation, responding to data subject requests (such as access, rectification, erasure, or objection) and ensuring compliance with principles related to automated decision-making without human intervention. Customer shall obtain all necessary consents and provide all required notices and/or disclosures to drivers and other individuals whose data is collected through use of the Video Device.

    b. Biometric Information.

        i. To the extent Customer's use of a Video Device (for example, for driver authentication purposes) involves or can reasonably be considered to involve biometric information or identifiers under applicable laws pertaining to biometric information or identifiers, Customer shall be solely responsible for complying with all requirements of such laws. This includes, without limitation, establishing and publicizing a data retention schedule for such biometric information, obtaining the express, informed consent of each driver from whom Customer has collected biometric information and obtaining any necessary regulatory approvals.

        ii. The Smart Driver ID feature analyzes in-cabin images to help identify and assign drivers by generating, storing, and comparing face embeddings - numerical representations of a driver's facial features - from in-cabin images. The Customer acknowledges that face embeddings may be considered biometric information under privacy laws applicable to the Customer. Customer further acknowledges that by default, Smart Driver ID will provide driver identifications as suggestions, and Customer is responsible for verifying the accuracy of these suggestions before accepting them. If Customer configures the feature for automatic assignment, Customer acknowledges that no AI system is 100% accurate, that Geotab does not warrant that all identifications will be free from errors, and that Customer retains sole responsibility for reviewing and ensuring the accuracy of all automated assignments and for any consequences of mis-assignments, including for regulatory compliance.

        iii. For Customer's convenience, Geotab has provided an Example Driver Biometric Information Consent Form; however, Customer acknowledges that this is provided as a courtesy only and does not constitute legal advice.

    c. Compliance as Employer. If Customer is an employer, Customer further acknowledges its responsibility to comply with all local laws, regulations, and collective bargaining

agreements or works council requirements concerning employee monitoring, surveillance, and the processing of employee personal and/or biometric data.

7. **Driver Safety Scorecard Report**. Certain Status Data, along with other Fleet Data may be included in the Geotab Driver Safety Scorecard reports which you may, at your discretion, generate through MyGeotab. You acknowledge and agree that (i) Geotab products and services are not intended to be used for the purposes of furnishing consumer reports; (ii) the Geotab Driver Safety Scorecard reports relate to vehicles, not individuals and are designed to enable you to monitor and improve fleet safety, not to make employment-related decisions.

8. **Limited Use of Video Data for Demonstration Purposes**. Geotab may use screenshots or short clips of Video Data for internal and external purposes to demonstrate or inform users of Geotab products or service features and to showcase the integration of Video Data into MyGeotab. Prior to any such use, Geotab will de-identify such data by taking measures to obscure or remove personal and business identifiers. These measures include, but are not limited to: (a) blurring or obscuring faces and license plates; (b) obscuring visible company branding or logos; and (c) masking text that would identify specific drivers, assets, or locations.

EXHIBIT A

THIRD PARTY VIDEO DEVICE TERMS

Third Party Video Device Provider	Third Party Video Device Terms
Surfsight	Surfsight EULA See also: Surfsight Privacy
Xirgo	Xirgo EULA