

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS VOICE, DATA AND ACCESSORIES

Led by the State of Utah



Master Agreement #: **MA3695**
 Contractor: **GEOTAB USA, INC.**
 Participating Entity: **STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION**
 Products and Services: **WIRELESS VOICE DATA & ACCESSORIES**
CATEGORY 3: TURNKEY WIRELESS AND IOT SOLUTIONS
SUBCATEGORY A: FLEET MANAGEMENT

1. Parties: This Participating Addendum is a contract between the State of MARYLAND DEPARTMENT OF TRANSPORTATION (the “**State**”) and Geotab USA, Inc. (“**Contractor**”).
2. Scope: This Participating Addendum (the “**Contract**”) covers the NASPO ValuePoint Wireless Voice, Data and Accessories cooperative contract led by the State of Utah for use by state agencies and other entities located in the State authorized by the State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official. Products available under this Contract are described in the Master Agreement (as defined below).
3. Master Agreement and Government Use Terms: Contractor and the State of Utah, represented by its Division of Purchasing, have entered into State of Utah Cooperative Contract #MA3695 with an effective date of May 20, 2021, which together with all previous and future amendments and attachments to that agreement constitute the “**Master Agreement**”. The Master Agreement resulted from a competitive procurement conducted by the State of Utah and the National Association of State Procurement Officials (“**NASPO**”) and relates to Category 3: Subcategory A of that NASPO ValuePoint cooperate contract. The terms and conditions of the Master Agreement are incorporated into this Contract, and Appendix A of this Contract contains the end user terms contemplated in Contractor’s response to State of Utah Solicitation Number CJ21-3. The State represents and warrants that it has reviewed and evaluated the terms and conditions of the Master Agreement and has determined that this Contract is cost-effective and in the best interests of the State.
4. Contract Term: This Contract will become effective when signed on behalf of Contractor and the State (the “**Effective Date**”) and will end upon expiration of the Master Agreement, unless terminated earlier in accordance with its terms. An amendment to this Contract will not be necessary in connection with a renewal or extension of the term of the Master Agreement, which will automatically extend the terms of this Contract.

Removable Instruction: Participating States should ensure that section 3 below properly defines the scope of participation. The model language in section 3 below enables participation by all political subdivisions, institutions of higher education, and other entities included in the State’s statewide contract program.

5. Participation: This Contract may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Maryland. Issues of interpretation and eligibility for participation are solely within the authority of the State’s Chief Procurement Official.
6. Primary Contacts: The primary contacts for this Contract are the following individuals (or their named successors):

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Contractor:

Name:	Neil Garrett
Address:	770 E Pilot Road, Suite A, Las Vegas, NV 89119
Telephone:	(702) 884-8289
Email:	neilgarrett@geotab.com

Participating Entity:

Name:	STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
Address:	7201 Corporate Center Drive, Hanover, MD 21076
Telephone:	240-962-0376
Fax:	NA
Email:	PPickett@mdot.maryland.gov

7. Definitions: When used in this Contract and not otherwise defined, capitalized terms have the meanings ascribed to them, respectively, in section 2 of Attachment A of the Master Agreement.
8. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ Appendix B contains changes that modify or supplement the Master Agreement terms and conditions.

[Removable Instruction: Attach any State-specific terms and conditions agreed to by Contractor and the State as Appendix B. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the "No changes" box above.]

9. Resellers: From time to time during the term of this Participating Addendum, Contractor may authorize one or more resellers (each a "**Reseller**") to accept orders and provide sales, installation, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's reseller participation will be in accordance with the terms and conditions set forth in the Master Agreement.
10. Orders: Unless otherwise agreed by Contractor, each order placed by a Participating Entity or Purchasing Entity in connection with this Contract must be placed with a Reseller. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and

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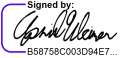
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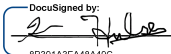


conditions of) the Master Agreement, unless the parties to the order agree in writing that another contract or agreement applies to such Order.

11. Entire Agreement. This Contract constitutes the entire agreement between Contractor and the State with respect to its subject matter and cancels and supersedes any prior and contemporaneous understandings and agreements between the parties with respect to its subject matter, whether oral or written. Appendix A, Appendix B, and all other attachments are integral parts of this Contract. By placing an Order under this Contract, each Customer agrees that this Contract and the information incorporated by reference into this Contract, together with the Order details accepted by Contractor, are the complete agreement for the Products ordered by that Customer. This Contract, and all Orders, will not include non-Contractor terms and conditions contained in a Customer's ordering document, purchase order, or procurement internet portal, and any such terms and conditions are hereby rejected, will not apply to the Products ordered, and will be considered null and void.
12. Execution. The undersigned represent and warrant that they have the power and authority to execute this Participating Addendum on behalf of the respective party, and that the execution and performance of this Participating Addendum by such party has been duly authorized and all necessary approvals have been obtained and issued.

IN WITNESS WHEREOF the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION	Contractor: GEOTAB USA, INC.
Signature:  Signed by: B58758C00D94ET...	Signature:  Signed by: BD96D928CAA2431...
Name: April Wiemer	Name: Neil Cawse
Title: Deputy Director, Office of Procurement (OOP)	Title: Authorized Signing Officer
Date: 6/10/2026 09:35:45 EDT	Date: 2026-Mar-25

Approved for form and legal sufficiency this ____ day of 3/31/2026 09:51:22 EDT _____, 2026.  DocuSigned by: BB391A3FA48A49C... ASSISTANT ATTORNEY GENERAL
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**Appendix A****Government Use of Contractor Products****Part I – Contractor End User Terms**

1. Exclusive Property of Contractor – Geotab in-vehicle telematics hardware, software (including, without limitation, application programming interfaces), services and other products, including updates and upgrades thereof (collectively “**Products**”) are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Except for the rights granted to the Participating Entity or Purchasing Entity (the “**Customer**”) under the Contract, and notwithstanding any conflicting terms of the Contract or Master Agreement, or reference to the “sale” of Products to the Customer, all rights, title, and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by Contractor and its licensors, and Contractor and its affiliates have and retain the exclusive ownership to such Products and any and all materials owned or licensed to Contractor including, but not limited to, all software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Product or necessary to use a Product (collectively, “**Contractor Property**”). Contractor Property will be licensed to the Customer as set forth in this Contract or a Customer-approved license agreement: (i) entered into as an attachment to this Contract; (ii) obtained by the Customer from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.
2. License – Contractor grants Customer a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, “**software**”) embodied in Products solely for Customer’s own internal business purposes and solely in connection with Customer’s use of our or other compatible in-vehicle telematics devices, on the condition and so long as Customer complies with all terms and conditions of the Contract, including these additional terms. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable. Customer may not extract, copy or use the software in connection with any other product or for use on any other device.
3. Restrictions - Products may contain technological measures (including the ability to disable the equipment, software, services, or other Product) designed to prevent the illegal usage of software or other violations of the Contract or applicable law or regulation (“**protective measures**”). The Customer agrees that, to the fullest extent permissible by applicable law, it shall not:
 - (a) remove or attempt to remove any marks, labels, or legends from Products;
 - (b) circumvent or attempt to circumvent protective measures;
 - (c) disclose, transfer, or transmit in any manner any services, software, or other copyrightable or licensed elements of Work whether temporarily or permanently;
 - (d) modify, adapt, translate, reverse engineer, decompile, disassemble, or convert into human readable form any software elements of Products;
 - (e) use Products in a manner that violates laws or rights of others;
 - (f) use Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons;
 - (g) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide Products;

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- (h) provide third parties with access to Products; and
- (i) attempt, or cause, permit, or encourage any other person to do any of the foregoing.

The Customer must comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including without limitation laws applicable to discrimination and unfair employment practices, and export control laws of the United States of America, and shall not export or re-export any Products directly or indirectly, or allow use of Products, in contravention of such laws or regulations.

4. Updates and Patches - Contractor may, from time to time, cause software updates to be automatically installed with or without prior notification to the Customer or provide updates through Contractor's website. The Customer consents to such automatic installations and agree to use only the updated version once it has been installed.
5. Ownership and Use of Vehicle Data - Contractor claims no ownership of any vehicle data that the Customer generates or associates using Products installed in its particular vehicles ("**Individual Vehicle Data**") and which the Customer transmits or processes using Products. The Customer agrees that, both during and after the initial term and each renewal term of the Contract:
 - (a) Contractor may process and transmit Individual Vehicle Data to provide, maintain, and improve its products and perform obligations under this Contract and applicable laws;
 - (b) Contractor may, in furtherance of such purposes, based on certain non-position data elements in vehicle databases related to this Contract (such as vehicle VIN), and from time to time in certain jurisdictions, query databases maintained by reputable third party providers for additional information on a confidential basis;
 - (c) Contractor may, in accordance with its data analytics policy (a copy of which shall be made available to the Customer upon request), compile, store and use aggregated data and system usage information to monitor and improve Contractor's products and for the creation of new products, provided that (i) aggregated data used by Contractor in this manner will no longer be associated with a device and will not be Individual Vehicle Data, and (ii) Contractor will not attempt to disaggregate the data or re-associate it with a device without consent of the Customer, as applicable, or unless (iii) legally compelled to do so, or (iv) required for safety or troubleshooting purposes.
6. Contractor Use of Feedback - The Customer agrees that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that the Customer provides or which is made available to Contractor or Contractor's subcontractors may be used by Contractor to modify, enhance, maintain and improve its products and shall become the exclusive property of Contractor without any obligation or payment to the Customer whatsoever.
7. Security - The Customer agrees that it will be solely responsible for keeping all user identifications and passwords (collectively, "**Login Credentials**") secure, and promptly notifying Contractor if any Login Credentials have been, or are suspected to have been, compromised. Contractor will be entitled to treat all communications, instructions and transactions as authorized if Login Credentials are used, unless the Customer has notified Contractor of compromise or unauthorized use. Contractor shall have the right to terminate or suspend Login Credentials if it suspects fraudulent or unauthorized activity.
8. Safety - The Customer acknowledges and agrees that:
 - (a) certain vehicles and installation configurations require professional installation, additional equipment or vehicle modifications;

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- (b) improper installation can lead to short circuits, damage to Products or vehicles, malfunction of vehicle systems or controls, and risks including the risk of fire and death or significant injury to persons and property;
- (c) installation of any Products ordered on a self-install basis will be at the sole risk of the Customer, mitigation of all potential hazards will be the responsibility of the Customer, and Contractor will have no liability to the Customer or any other person associated with a failure to install Products in accordance with Contractor installation documentation, applicable laws, vehicle manufacturer requirements and recommendations, and industry standards.

The Customer agrees to comply with all safety-related instructions communicated by Contractor, including removing Products from a vehicle if Contractor determines that the vehicle is not suitable for the use of Products.

9. Third Party Provider Terms - The Customer acknowledges that use of the Products includes the use of third party systems and services, including without limitation: telecommunications facilities and services, cloud storage services, mapping data services, and posted speed limit data services. Use of Products may include the use of OEM systems and services. To the extent that provision of Products in connection with this Contract involves the use of third party systems or services, the Customer agrees to the third party terms set out in Part II and Part III of this Appendix A, which terms are incorporated by reference into and form part of the Contract and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect the rights and obligations of the Customer:
 - (a) wireless provider terms are and will be set out at **Part II** of this Appendix A; and
 - (b) other provider terms (including OEM, cloud storage, mapping and posted road speed provider terms) are and will be set out at **Part III** of this Appendix A.

Part II – Wireless Provider Terms

By ordering and accepting Products, Customer also accepts these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to Contractor's servers.

The following terms apply if Customer subscribes for wireless communication services ("**services**") through Contractor or its Reseller. References to the "underlying carrier" refer to the provider of the wireless communication services or its reseller, in either case from whom Contractor procures wireless communication services.

1. Customer acknowledges that the services provided by the underlying carrier are made available only when a Product is in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (i) limitations to the underlying carrier facilities; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the underlying carrier's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided by the underlying carrier.
2. Customer acknowledges that services may be temporarily suspended or permanently terminated upon little or no notice in the event that Contractor's agreement with the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies.
3. Customer acknowledges that: (i) it is possible for third parties to monitor data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (ii) the carrier may also monitor (including tracking modem location) and control the use of wireless services in accordance

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with applicable law for its own legitimate purposes. For clarity, all Individual Vehicle Data and driver data is encrypted while in transit over carrier networks in accordance with Contractor's [Geotab Technical and Organizational Data Security Measures Statement](#), as amended from time to time.

4. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER BY VIRTUE OF THIS CONTRACT AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CONTRACTOR OR ITS AFFILIATES AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION REGARDING ROAMING AVAILABILITY OR COVERAGE, AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THE UNDERLYING CARRIER IS A THIRD PARTY BENEFICIARY OF THESE TERMS, AND MAY TAKE ANY EQUITABLE OR LEGAL ACTION REQUIRED TO ENFORCE SAME.
5. The SIM card supplied with Products may only be used in such equipment and in no other wireless device. Customer must not provide, sell or transfer in any manner any SIM card, whether separately or together with any Products, to any individual or entity or program, reprogram, or tamper with any SIM card in any manner. Customer may not resell Products to any other party.
6. Customer may only roam incidentally to Customer's use of Products in Customer's country of residence. The foregoing may not apply to services provided by certain underlying carriers.
7. Customer shall not publish any results of any benchmark or performance tests of the services or any components thereof.
8. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System (GPS). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and Products, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring.
9. Services may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent use. Customer is solely liable for charges, costs or damages resulting from any abuse or fraud facilitated by Customer.

Part III – Other Provider Terms

By ordering and accepting Products, Customer also accepts these Other Provider Terms.

The Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Contractor, many of which require Contractor to pass through their terms to Customer and/or require Customers to accept their terms as a condition to use of the Products. These Other Provider Terms contain important terms and conditions that affect each Customer's rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by ordering and accepting Products, Customer agrees to accept amended versions of such Other Provider Terms. Customer agrees that it is its own responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

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**A. Data Storage**

Contractor uses more than one provider for data storage services. Currently, Contractor uses Google Cloud Platform as its primary cloud data storage provider. As such, Customer's data will be stored on Google's servers in various locations in the United States. The following terms are applicable to data storage services. If Customer has any questions about where its Individual Vehicle Data is stored, please contact Contractor.

Google Cloud Platform Terms

Consent. Customer consents to the transmission, storage, use and processing of its data by Contractor and/or Google according to this Contract using Google's Cloud Platform. Additionally, Customer consents to Google processing and storing its data anywhere Google or its agents and sub-processors maintain facilities for which Contractor has contracted. By using the Products, Customer consents to this processing and storage of its data. Under this Contract, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. Customer agrees to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of Customer data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

B. Posted Speed Limit Data

If Customer is using posted speed limit data provided by HERE, the following terms apply to Customer.

Copyright. The posted speed limit data ("**Speed Data**") is provided for Customer's personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by Customer, on the one hand, and Contractor and its licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notices/>. All rights reserved.

Internal Business Use Only. Customer agrees to use this Speed Data together with Products services for the internal business purposes for which Customer was granted a license, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer may copy this Speed Data only as necessary for its internal business use to (i) view it, and (ii) save it, provided that Customer does not remove any copyright notices that appear and does not modify the Speed Data in any way. Customer agrees not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of the Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where Customer has been specifically licensed to do so by Contractor, and without limiting the preceding paragraph, Customer may not (a) use Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

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HERE End User Terms. Except for use as part of the MyGeotab service, where Customer has been specifically licensed by Contractor, Customer agrees that Customer is bound by the HERE End User Terms, available at: <https://legal.here.com/us-en/terms/end-user-license-agreement>.

C. GOOGLE Maps Terms

If Customer uses map data provided by Google, the following terms apply to Customer.

Google Universal Terms of Service. Customer agrees to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps / Google Earth Additional Terms of Service. Customer agrees to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. Customer agrees to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. Customer agrees to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. Customer agrees to grant Google a license to use its data to enable Google to provide and improve the map service and treat Customer's data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Prohibited Territory. Customer agrees to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html.

D. HERE Maps Terms

If Customer uses map data provided by HERE, the following terms apply to Customer.

HERE End-User Terms. Customer understands and acknowledges that map and related data or services provided by or through HERE (the "**HERE Location Platform Services**"), is subject to HERE's end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and "report an issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "**End User Terms**"), and Customer confirms that it accepts and agrees to such End User Terms.

E. Mapbox Map Terms

If Customer uses map data from Mapbox, the following terms apply to Customer.

License to Use Customer's Data. Limited to the purpose of hosting Customer content so that mapping services can be provided, Customer grants Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror Customer content on its distributed platform. Customer warrants, represents, and agrees that Customer has the right to grant Mapbox these rights.

U.S. Government. If Customer is a U.S. Government User there are modified/additional terms that apply to Customer; available at: <https://www.mapbox.com/usg-tos/>.

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**F. Vehicle Manufacturer Embedded Telematics Data Terms**

If Customer subscribes to a data plan where Contractor is accessing data gathered by telematics systems embedded in the vehicle (“**OEM Telematics**”) by the vehicle manufacturer (“**OEM**”) (for a current list of participating OEMs see this [link](#)), the following terms (collectively, “**OEM Data Terms**”) apply to Customer generally, and there may be additional applicable vehicle manufacturer-specific terms which apply and are set out below.

Terms Applicable to all OEM Telematics:

1. By providing a VIN of an OEM Telematics enabled vehicle to Contractor, Customer:
 - (a) Represents and warrants that Customer has properly enrolled the provided VIN with the vehicle manufacturer;
 - (b) Represents and warrants that Customer is legally entitled to activate the provided VIN with Contractor and Customer will provide evidence of such rights upon reasonable written request from Contractor;
 - (c) Understands and agrees that the OEM has certain rights to the data gathered by the OEM Telematics that depend on Customer’s agreement with the OEM and that Contractor has no influence or control over the OEM or the uses to which the OEM may put the data gathered by the OEM Telematics;
 - (d) Understands and agrees that the data received by Contractor from the OEM Telematics (“**OEM Telematics Data**”) may be limited by factors outside of Contractor’s control, for example, issues related to cellular coverage, carrier outages, carrier network service interruptions, modem deactivation and/or tampering, material failure of data supplying components on the vehicle and any actions taken by Customer or the OEM that alter or limit the data flow before the data is received by Contractor;
 - (e) Represents and warrants that Customer will notify the driver and other occupants of the vehicle that OEM Telematics Data is being collected and shared with Contractor in accordance with Customer’s obligations under all applicable laws and industry best practices;
 - (f) Agrees to promptly inform Contractor in writing:
 - (i) In the event that the vehicle is stolen, lost, or sold to a new owner; or
 - (ii) If any damage occurs to the vehicle that may affect the ability to transmit OEM Telematics Data.
2. For VINs Customer provides to Contractor in accordance with Section 1 of these OEM Data Terms, above, Contractor will:
 - (a) Receive OEM Telematics Data from the applicable OEM for the VINs provided by Customer;
 - (b) Store, retrieve, display and generally make available to Customer the OEM Telematics Data;
 - (c) Treat the OEM Data in accordance with Part I of this Appendix A, as modified by any applicable provisions of these OEM Data Terms.
3. Termination
 - (a) Contractor may terminate further access to some or all OEM Telematics Data: (i) on 30 days written notice to Customer, or (ii) without notice to Customer in the event that circumstances become such that continuing to provide the applicable OEM Telematics Data to Customer would impose a commercially unreasonable burden on Contractor.

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- (b) Customer may unenroll a vehicle at any time by contacting its Contractor reseller, or through such other method as Contractor may provide.

4. DISCLAIMER.

- (a) Contractor does not guarantee the quality, quantity or reliability of the OEM Telematics Data.
- (b) Contractor is not responsible for data security for the OEM Telematics Data before that data arrives at Contractor servers.
- (c) THE OEM TELEMATICS DATA IS PROVIDED "AS IS", AND CONTRACTOR MAKES NO ADDITIONAL WARRANTIES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, OR OTHERWISE.
- (d) OTHER THAN AS EXPLICITLY PROVIDED IN THIS CONTRACT, CONTRACTOR EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT CONTRACTOR WILL CORRECT ANY SERVICE ERRORS;
- (e) FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE CLAIM OR, IF (I) CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, OR (II) CONTRACTOR COULD SUBSTANTIALLY CORRECT THE DEFICIENCY BUT THE CORRECTION OR MANNER OF CORRECTION IS NOT COMMERCIALY REASONABLE, IN CONTRACTOR'S DISCRETION, THEN IN EITHER INSTANCE CUSTOMER MAY TERMINATE THE DEFICIENT SERVICES AND CONTRACTOR WILL REFUND TO CUSTOMER THE PREPAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

5. Intentionally Left Blank.

- 6. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS TO CUSTOMER RELATING TO THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS CONTRACT FOR THE APPLICABLE OEM TELEMATICS DURING THE ONE-YEAR PERIOD PRECEDING THE DATE OF THE CLAIM. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE CUSTOMER PROVIDED NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS CONTRACT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

Additional Terms Applicable to OnStar OEM Telematics Only:

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7. TO THE FULLEST EXTENT PERMITTED BY LAW, ONSTAR WILL NOT BE LIABLE TO CUSTOMER, ANY END USER, OR ANY THIRD PARTY FOR ANY DAMAGES, COSTS, EXPENSES, FINES, OR OTHER AMOUNTS OR LIABILITIES ARISING OUT OF OR RELATING TO A FAILURE TO DELIVER THE ONSTAR OEM TELEMATICS SERVICES OR ANY END USER DATA, OR TO THE AVAILABILITY, QUALITY, SUITABILITY FOR SERVICE RECIPIENT'S PURPOSES OR ACCURACY OF THE REMOTE API SERVICES OR END USER DATA PROVIDED BY THOSE SERVICES.
8. Some services are only available in the continental United States, Alaska, and Hawaii. These services work using wireless communication networks and a Global Positioning System satellite network. THESE SERVICES ARE NOT AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL PARTICIPATING VEHICLES, AT ALL TIMES. The area in which a vehicle is driving may affect the services that can be provided by OnStar, and that Contractor may provide, under these OEM Data Terms. These services are unable to work unless a vehicle is located in an area where (a) OnStar has an agreement with a wireless service provider, and (b) that wireless service provider has (i) coverage, network capacity, and reception when and where the service is needed, and (ii) technology compatible with the services. Each vehicle must have a working factory installed electrical system (including adequate battery power) for the services to operate. Each vehicle must have an eligible OnStar services package for the services to operate. The services may not work if the OnStar equipment in a vehicle is not properly installed, or an end user has failed to maintain both that equipment and the vehicle in good working order (and in compliance with all government regulations).
9. Additional Restrictions on use of OnStar OEM Telematics Data. If Customer receives data with respect to seat belt use in a vehicle, Customer may use it solely as part of Customer's driver safety programs, for example, to measure success rates of Customer's safety programs, to identify drivers that may require coaching or training or to reinforce safety policies. Customer may not use seat belt related OnStar OEM Telematics Data for (i) employee accident investigation, (ii) as a rationale for employee termination or suspension, (iii) monitoring seat belt use of persons in a vehicle other than the vehicle operator, or (iv) any other use not expressly permitted by these OEM Data Terms.

Appendix B

MDOT TERMS AND CONDITIONS

The Maryland Department of Transportation terms and conditions are hereby incorporated into this addendum and shall supersede at any point of conflict.

Incorporation by Reference.

"All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract."

Tax Exemption. 21.07.03.02

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"The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

Specifications - 21.07.03.03

"All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation."

Delivery and Acceptance. – 21.07.03.4

"Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any materials that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

If the Contractor fails to make delivery in accordance with its quoted time frame, and the MDOT is required to obtain the needed goods or services on the open market, the Contractor shall be liable for any excess costs to the MDOT."

Non-Hiring Employees. - 21.07.03.05

"No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract."

Nondiscrimination in Employment. – 21.07.03.06

"The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

Financial Disclosure. – 21.07.03.07

"The Contractor shall comply with State Finance and Procurement Article, Sect. 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business."

Political Contribution Disclosure. – 21.07.03.08

"The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall on or before

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February 1 of the following year file with the Secretary of State certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election."

Anti-Bribery. - 21.07.03.09

"The Contractor warrants that neither it nor any officer, director or partner, nor any involved in obtaining contracts with the State, or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977 which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government."

Registration. – 21.07.03.10

"Pursuant to Sect. 7-201 et seq of the Corporations and Associations Article of the annotated Code of Maryland. Corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 W. Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation."

Contingent Fee. – 21.07.03.11

"The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agency, any fee or other consideration contingent on the making of this agreement."

EPA Compliance. – 21.07.03.12

"Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable."

Occupational Safety and Health Act**(O.S.H.A.) – 21.07.03.13**

"All materials, supplies, equipment, or services supplied as a result of this contact shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards."

Termination for Convenience. – 21.07.03.14

"Upon written notice to the Contractor, the State may terminate this contract, in whole or in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits."

Termination for Default. – 21.07.03.15

"When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recovery any costs incurred by the Contractor up to the date of termination."

Disputes. – 21.07.03.16

"This contract shall be subject to the provisions of Title 15 Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

Multi-Year Contracts. – 21.07.03.17

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"If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination."

Intellectual Property. – 21.07.03.18

"Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract."

Maryland Law Prevails. – 27.07.03.19

"The provisions of this contract shall be governed by the laws of Maryland."

Contractor's Invoices. – 21.07.03.20

"Contractor agrees to include on the face of all invoices billed to the State, its Federal Tax Identification or Social Security Number."

Pre-existing Regulations. – 21.07.03.21

"The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this contract are applicable to this contract."

Indemnification. – 21.07.03.23

"The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement."

Conflicting Terms. - 21.07.03.24

"Any proposal for terms in addition to or different from those set forth in this addendum or any attempts by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived."

Governmental Restrictions.

"In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the State."

Changes. – 21.07.02.02

"The Procurement Officer may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract. If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Each change that results in an increase in cost shall be subject to prior written

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approval of the procurement officer and other appropriate authorities as required by Maryland Law and shall be subject to available appropriation."

Central Collection.

"The MDOT may refer any amount due and payable by the contractor to the central collection unit of the Maryland Department of Budget and Fiscal Planning for collection. Should any debt due and payable be referred to the central collection unit, Maryland Law provides that a fee of 17% of the amount due will be imposed on the debtor in addition to the amount due.

Abnormal Quantities.

"The State reserves the right to solicit separate bids if a particular quantity requirement arises which exceeds the State's normal requirements as provided in the solicitation or exceeds an amount specified in this contract."

New Materials.

"All items shipped pursuant to this purchase order shall be new, never previously used, and the current model of the item unless specifically stated otherwise in this contract."

Assignment.

"This Purchase Order and the monies which may become due hereunder are not assignable except with the prior written approval of the Procurement Officer."

Bid Award-Resident Business. – 21.05.01.04

"Pursuant to Section 14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, the procuring agency shall give a percentage preference to the lowest responsive and responsible bid from a Maryland firm over that of a non-resident firm if the state in which the non-resident firm is located gives a resident business preference.

The percentage of preference awarded under this section shall be the same as that awarded by the State in which the non-resident firm is located.

"This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract."

Drug and Alcohol-Free Workplace. – 21.07.03.25

"The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol-Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchase order."

Commercial Non-discrimination Policy - 21.07.01.26

- A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other

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unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.