

Last Updated: November 6, 2024

These Supplemental Terms apply to and are made a part of each Order Form entered into between **PeopleNet Communications Corporation**, with offices at 4400 Baker Road, Minnetonka, MN 55343 ("**PeopleNet**", "**our**", "**we**", and "**us**") and the customer named on that Order Form ("**Customer**", "**you**" and "**your**") (each, a "**Party**", and together, the "**Parties**") which Order Form expressly incorporates by reference both these Supplemental Terms and the Master Terms and Conditions (the "**Master Terms**") as well as other terms referenced on the Order Form (the Order Form with the incorporated terms, any Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules to the foregoing collectively, the "**Agreement**"). These Supplemental Terms will have no independent force or effect except as incorporated by reference into an Order Form. The Agreement forms the agreement between the Parties for the software, hardware, and services specified on the Order Form. By initialing or executing an Order Form, you confirm your acceptance of all incorporated terms. Capitalized terms used but not defined in these Supplemental Terms shall have the meanings given to them elsewhere in the Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Definitions. In addition to the definitions in the Master Terms, the following definitions apply to the Agreement:

- A.1. "Customer-Provided Hardware"** means a PeopleNet onboard computer product and/or display device that was purchased by you from a party other than us.
- A.2. "Device"** means a display device or onboard computer Product (as appropriate) associated in your account with an active telematics service Subscription which is either (a) PeopleNet-Sold Hardware, or (b) Customer-Provided Hardware.
- A.3. "Management Portal"** means our PeopleNet Fleet Manager portal, Trimble Fleet Manager portal, or any successor service made available by us through which you may manage your Devices, access reporting (such as estimated month-to-date, summary, and detail usage reports), request additional PeopleNet-Sold Hardware (which request if accepted by us shall constitute an Order Form hereunder), and if such functionality is enabled by us in the future, order, manage and/or request termination of Optional Subscriptions.
- A.4. "PeopleNet-Sold Hardware"** means any PMG, PCG, or T511 onboard computers, Samsung Tab Active 3 or Galaxy Tab A Lite WiFi-enabled display devices, mount kits, or other accessories or hardware offered by us, which is purchased by you through an Order Form for use in connection with an active Subscription.

B. Order Forms. You may Purchase PeopleNet-Sold Hardware and order Subscriptions via Order Forms, each of which shall be governed by the terms of the Agreement and the Master Terms. An Order Form will only be considered accepted by us upon the earlier of (a) the date on which we first ship any PeopleNet-Sold Hardware to you or make the Management Portal available to you, or (b) the date on which we execute the Order Form thereby accepting it in writing. The quantity and subscription fee for Subscriptions shall be set forth in an Order Form; a separate Subscription is required for each onboard computer Device. We may agree to add PeopleNet-Sold Hardware to a Subscription via subsequent Order Form.

Subject to the terms of this Agreement, you agree to purchase, and we agree to sell, the PeopleNet-Sold Hardware listed on each Order Form at the prices stated therein. We may accept or reject any PeopleNet-Sold Hardware order in whole or in part in writing. Amounts already paid toward the purchase of PeopleNet-Sold Hardware will be returned if an order is rejected. PeopleNet-Sold Hardware is shipped Free Carrier (FCA) our shipping dock (Incoterms 2020), freight collect to the street address stated on the signature page of the Order Form or as otherwise agreed upon by the PeopleNet-Sold Hardware in writing. Title and risk of loss for PeopleNet-Sold Hardware will pass to you when we deliver the PeopleNet-Sold Hardware to the shipping carrier. You are responsible for shipping, handling, and insuring the PeopleNet-Sold Hardware during transit. We will use commercially reasonable efforts to meet your requested delivery dates unless you are in breach any of your agreement(s) with us, inventory is not available, or our performance of our obligations hereunder is suspended pursuant to these terms, and may fill your orders in any sequence. We are not liable for late or delayed delivery, and late delivery is not a basis for your cancellation of any order. Orders are non-cancelable once shipped to you and you will accept delivery of shipped PeopleNet-Sold Hardware, subject to the right of return set forth below.

- C. **Term.** The term of the Agreement shall commence as of Effective Date and shall terminate on the date of termination of the last Subscription hereunder.

The initial term of each Subscription purchased through an Order Form begins on the Order Form date and continues until the end of the initial Subscription term specified on that Order Form. The Initial Subscription term is measured from, and billing will commence on, the earlier of (1) the installation date of the onboard telematics Product associated with that Subscription, or (2) for PeopleNet-Sold Hardware, the sixty (60) calendar day anniversary of the shipment date of the onboard computer telematics Product associated with that Subscription (the “**Billing Commencement Date**”). Each Subscription will automatically renew for successive one (1) year renewal terms unless notice of non-renewal is provided by a Party to the other Party at least ninety (90) calendar days before the end of the then-current term (the initial Subscription term and renewal Subscription terms collectively, the “**Subscription Term**”).

C.1. Early Termination Charge. The Subscription pricing provided under an Order Form is based on the Subscription term commitment made by you. If you terminate a Subscription prior to the end of the then-current Subscription Term, (a) you will endeavor to give us at least ten (10) business days prior written notice of such early termination, (b) such early termination constitutes a breach hereunder, and (c) regardless of whether such notice was provided, as our sole and exclusive remedy for your early termination of that Subscription under this Section C.1 you agree to pay to us an early termination charge equal to the number of months remaining in the then-current term multiplied by the monthly Subscription fee for that Subscription, plus applicable taxes. You acknowledge that (i) the Subscription fees you agreed to in the applicable Order Form(s) reflected our expectation that you would use our PeopleNet-Sold Hardware and Software for the duration of the Subscription Term and was set accordingly, (ii) our actual damages arising from such termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, (iii) the termination charges are a good faith, fair and reasonable estimate of such damages, and (iv) such charges constitute liquidated damages and not a penalty or forfeiture, and shall not be deemed to be a penalty or forfeiture.

C.2. Prior Telematics Agreement. If the Subscriptions purchased under this Agreement are intended to replace existing telematics subscriptions under a prior agreement with us (a “**Prior Telematics Agreement**”), this Section C.2 and its subsections apply.

C.2.1. Migration Terms for Subscriptions with PeopleNet-Sold Hardware Telematics Gateways. The Parties agree that any PeopleNet-Sold Hardware provided under this Agreement will be used as upgrades to your previous purchased telematics gateway and display devices, and you will either contract with us via SOW for installation services to replace your existing hardware with the devices provided under this Agreement or will perform such upgrades directly. The Billing Commencement Date for a new Subscription be the date of shipment of PeopleNet-Sold Hardware telematics gateways to you associated with that Subscription. Unless specifically agreed to by the Parties in such installation SOW, you are responsible for the proper disposal of de-installed hardware, and we will not repurchase or otherwise credit you for de-installed hardware. For each replaced telematics gateway device, you agree that (a) you are responsible both for requesting network and system deactivation of the replaced device, and (b) you are responsible for subscription charges associated with both the replaced device and the replacement device until the replaced device is deactivated on both the network and system (at which time the subscription on the replaced device will be terminated).

C.2.2. Migration Terms for Subscriptions without PeopleNet-Sold Hardware Telematics Gateways. If you are purchasing Subscriptions to replace existing telematics subscriptions under the Prior Telematics Agreement and are not receiving any PeopleNet-Sold Hardware telematics gateways, you will use commercially reasonable efforts to complete migration of your existing devices to Instinct by within the Migration Window set forth in the Order Form. If the total monthly fee per Subscription under the Order Form is less than the total monthly fee per subscription under the Prior Telematics Agreement, then as of the start of the next billing period following the Order Form Effective Date the total monthly Subscription fee under the Order Form will apply to the Subscriptions under the Prior Telematics Agreement. As of the date the existing telematics device has been upgraded to Instinct, the prior Subscription will be considered replaced with a Subscription under the Order Form with the Initial Subscription Term measured from the Order Form Effective Date.

C.2.3. Additional Migration Terms. We agree to waive any early termination fees that would have been due under the Prior Telematics Agreement for each terminated telematics service subscription under the Prior Telematics Agreement which is replaced with a Subscription pursuant to this Agreement. For any subscriptions under the Prior Telematics Agreements that are not so replaced, the early termination charges set forth in Section C.1 above will apply to any early terminated subscriptions under the Prior Telematics Agreement and supersede any early termination fees specified in the Prior Telematics Agreement. The Prior Telematics Agreement will terminate once all subscriptions thereunder have been terminated.

D. Service Subscription. For the Subscription Term we grant to you a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the features of our telematics service included with your Subscription as described below and on the Order Form and add-on services for which you have purchased Subscriptions through an Order Form, Addendum or similar agreement, or through the Management Portal. Add-on Subscription terms may be amended from time to time by us provided we will notify you of such changes by email or through the Management Portal; if you do not agree to the changes, you may cancel the affected add-on Subscription without penalty by providing notice within thirty (30) calendar days of the date of our notice. Add-on Subscriptions shall be coterminous with the base telematics Subscription. [Appendix 1](#) sets forth additional terms relating to Instinct Software and is incorporated by reference and made a part of the Agreement. [Appendix 2](#) sets forth additional terms related to standard implementation Services.

Telematics SaaS Bundle/Telematics Capital Bundle Subscription	
<ul style="list-style-type: none"> • PeopleNet Instinct Software, including PeopleNet App Manager and Media Manager • Core telematics services consisting of ELD, eDVIR, PerformX, and standard State Miles Reporting • Unlimited data for core telematics services 	<ul style="list-style-type: none"> • OER and standard reporting • Management Portal • API and Open Interface access

You may only use the features and functionality available through your Subscription. Additional terms apply to API usage. Additional features and functionality may require you to purchase add-on Subscriptions. If you use apps on a Device other than Core Apps for core telematics services, you will be required to purchase a separate add-on data plan.

E. Billing. Standard PeopleNet-Sold Hardware payment terms are half due prior to shipment and the balance due upon receipt. Subscriptions will be billed on a calendar month basis unless an alternative billing frequency is specified in an Order Form. Subscription fees for the billing period in which the Billing Commencement Date occurs will be prorated. If a new telematics product is used to replace an existing Device associated with a Subscription, you agree that (a) you are responsible both for requesting network and system deactivation of the replaced Device and for Subscription charges on the replaced Device until it is deactivated on both the network and system, and (B) once installed the new Device shall assume the remainder of the Subscription Term of the replaced Device. You are encouraged to recycle replaced and/or decommissioned Products or otherwise dispose of them in a secure, lawful, and environmentally-conscious manner.

F. Additional Terms. The following additional terms apply to the Agreement, and to all Order Forms governed by the Agreement, and to all PeopleNet-Sold Hardware and service-based Software provided pursuant to your Subscriptions. In the event of a conflict between a term or provision in this Section F and a corresponding term or provision of the Master Terms, this Section F controls.

F.1. Limited Hardware Warranty. We warrant to you and only you that the following PeopleNet-Sold Hardware will conform substantially to the manufacturer's published specifications during the following warranty periods:

Product(s)	Warranty Period
Onboard computers (OBCs)	three (3) years from the date of shipment
Display devices; add-ons such as keyboards, in-cab displays, vehicle management adapters, tablet cradles,	one (1) year from the date of shipment

and satellite modems; memory cards; DVRs, cameras, transmitters and receivers	
Product accessories such as standard cables & antennas	ninety (90) days from the date of shipment

Our liability and your exclusive remedy for PeopleNet-Sold Hardware subject to this limited hardware warranty which upon inspection we determine is non-conforming and covered by warranty is limited, at our option, to repairing the PeopleNet-Sold Hardware, issuing a credit for the PeopleNet-Sold Hardware, or replacing it with the same or functionally similar PeopleNet-Sold Hardware, or at our sole election, a functionally equivalent replacement (a “**Replacement**”). You are responsible for shipping PeopleNet-Sold Hardware to us under a warranty claim at your expense. To initiate a warranty claim on PeopleNet-Sold Hardware, you must contact PeopleNet Customer Service during the Subscription Term to obtain a Return Merchandise Authorization (“**RMA**”) number. Warranty coverage does not include costs of de-installing and reinstalling equipment which is done at your expense. We will not accept warranty claims for PeopleNet-Sold Hardware that are not securely packaged and insured and/or do not have the correct RMA number written clearly on the return packaging. If we pre-ship you a Replacement, you will be invoiced for, and agree to pay to us, the then-current list price of the Replacement if the PeopleNet-Sold Hardware being replaced under warranty is not returned to us within sixty (60) days of the date of shipment of the Replacement. Extended warranties do not apply to PeopleNet-Sold Hardware. Any repair or replacement of Products or accessories by us under this warranty will not extend the original warranty period. This warranty is exclusive to your use of the PeopleNet-Sold Hardware and is not assignable or transferable.

This limited hardware warranty only applies if and to the extent that (a) the PeopleNet-Sold Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with our applicable documentation and specifications and under conditions of normal use, and (b) the PeopleNet-Sold Hardware is not modified or misused. This limited warranty does not apply to, and we are not responsible for defects or performance problems resulting from (i) the combination or use of PeopleNet-Sold Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by us; (ii) operating PeopleNet-Sold Hardware under any specification other than, or in addition to, our standard specifications for them; (iii) the installation, modification, repair or use of PeopleNet-Sold Hardware other than by us or a third-party installer representing us (a “**PeopleNet Installer**”); (iv) damage not caused by us or a PeopleNet Installer; (v) normal wear and tear on consumable parts (e.g., batteries); or (vi) cosmetic damage. We do not warrant or guarantee the results obtained through the use of Software or PeopleNet-Sold Hardware.

F.2. Limited Right of Return for Products; Limited Cancellation Right for Subscriptions. You shall have the right, within thirty (30) calendar days from the date of shipment, to return PeopleNet-Sold Hardware which has not been installed and is in new condition in the original packaging. You must contact PeopleNet Customer Service to initiate a return and must comply with our product return (RMA) procedures then in effect. We will not accept returns of PeopleNet-Sold Hardware that is not securely packaged and insured, is sent Cash on Delivery (COD), and/or does not have the correct RMA number written clearly on the return packaging. You shall be responsible for the cost of returning PeopleNet-Sold Hardware. Returned PeopleNet-Sold Hardware is subject to a 15% restocking fee. Following timely receipt of PeopleNet-Sold Hardware in qualifying condition at our designated facility within fourteen (14) calendar days of your receipt of an RMA for such PeopleNet-Sold Hardware, we will credit your account for the PeopleNet-Sold Hardware cost only less the applicable restocking fee. Risk of loss for returned PeopleNet-Sold Hardware shall remain with you until the PeopleNet-Sold Hardware is delivered to our designated facility. If purchased, installation certificates can either be returned for credit or redeemed for a period of twelve (12) months from the issuance date, after which date they expire and are non-refundable.

You also have the right to cancel a Subscription for an onboard computer Product without penalty if such cancellation is requested by you during the RMA process contemporaneously with the return of a corresponding onboard computer Product purchased from us under the process set forth in the preceding paragraph.

F.3. Installation Services. PeopleNet-Sold Hardware must be installed at your premises or other mutually agreed-upon location either (a) by us or a PeopleNet Installer pursuant to an installation services SOW, or (b) by your employee or another third party on your behalf. Your request for installation services will be deemed to be your consent for us or a PeopleNet Installer to make certain minor modifications to your

vehicles necessary for PeopleNet-Sold Hardware installation. Upon your request and as specified in a SOW, we or a PeopleNet Installer will use commercially reasonable efforts to install the PeopleNet-Sold Hardware at an agreed-upon location (which may be your premises) on a mutually agreed-upon installation date. Installation services consist of the initial set-up and programming and configuration of the PeopleNet-Sold Hardware (as specified in a SOW) as needed. If you notify us that PeopleNet-Sold Hardware installed via installation services fails within thirty (30) days of the date of installation, and faulty installation is determined by us to be the direct cause of the PeopleNet-Sold Hardware's failure, as your sole and exclusive remedy we will re-perform the installation for you and will waive reinstallation costs if we or a PeopleNet Installer re-performs the installation or installs a replacement.

- F.4. Training.** As requested by you from time to time and based on our resource availability, we will provide technical training services on the use of our Products and Software ("**Training**") on a mutually-agreed schedule, at our standard training hourly rate. Travel and expenses for training personnel are billed separately by us, and paid separately by you, unless otherwise stated in the SKU description, SOW or Order Form. Training cancelled or rescheduled by you within fourteen (14) calendar days of the scheduled Training date will be billed to you at fifty (50%) of original estimate plus non-refundable travel expenses if incurred prior to our receipt of the cancellation or reschedule request.
- F.5. Safety Stock.** You may purchase additional PeopleNet-Sold Hardware to be kept as uninstalled and inactive backup equipment for use as replacements in the event of the failure of an installed unit ("**Safety Stock**"). Safety Stock enables you to add or maintain service with minimal downtime and comply with applicable law. When a Safety Stock Product is ready to be installed as a replacement for an existing Device, you must activate a Safety Stock Product for use via our activation process and associate it with an available Subscription. Upon activation, it will be billed as an active unit. For Products subject to monthly service fees, no monthly service fees apply to Safety Stock until activated. If Safety Stock is used as a warranty replacement, the replaced Product must be returned to us as required by Section F.2. The limited product warranty set forth in Section F.1 applies to Safety Stock. Regardless of whether an active unit is moved to Safety Stock, you will be billed for your minimum number of contracted Devices.
- F.6. Numbers; Security; Fraud; Privacy.** You shall not remove, replace or reprogram the SIM card installed in PeopleNet-Sold Hardware or Customer-Provided Hardware. Doing so may render the device or our Software unable to function properly. Cellular communications are susceptible to interception by third parties and we do not guarantee and have no obligation to secure the privacy of your communications. We have the right to intercept and disclose your communications solely to protect our rights or property or as required by law or legal process. Cellular numbers are susceptible to fraud and theft by third parties and we do not provide any guarantee against fraudulent use of such numbers. You shall notify us immediately upon discovery of, and agree to hold us harmless from and against any damages arising from, theft or fraudulent use of such numbers. You agree that we may share truck system data (e.g., engine data) collected through a Product with the system and/or vehicle manufacturer.
- F.7. eDriver Logs.** You must have a display device provided or otherwise approved by us and compatible with your onboard computer to use eDriver Logs. In the event of device malfunction, drivers must maintain a hard copy or traditional paper log. You will hold us harmless from and against any liability resulting from the failure of drivers as set forth in this paragraph, or for erroneous, accidental or intentional, input of data or misuse of eDriver Logs or our Products or Software.
- F.8. Use of Data by Trimble Maps.** You authorize us to share anonymized Transportation Data, and GPS and hours-of-service Transportation Data, with Trimble Maps Inc., a PeopleNet business partner ("**Trimble Maps**"). This authorization shall remain in effect until revoked by you by providing notice of such revocation to us. You agree that Trimble Maps and its corporate affiliates may use provided data on a confidential basis to develop, maintain, enhance, and improve their products, software and services, including without limitation analytics, model training, and machine learning. Trimble's privacy notice is located at <https://www.trimble.com/privacy>.
- F.9. Trimble Maps Products.** If you purchase add-on subscriptions to one or more solutions provided by Trimble Maps (collectively, "**Trimble Maps Products**"), this Section will apply to you. We are a reseller of software licenses and service subscriptions for Trimble Maps Products. Prior to using Trimble Maps Products, you must agree to the terms of this Addendum and of those End User License Agreement(s) set forth below which are applicable to the Trimble Maps Products licensed and/or subscribed to by you

through an order form (the “**Applicable Maps EULA(s)**”). By the signature of your authorized representative on the Order Form, you hereby agree, acknowledge and covenant that before submitting an order form to us for software licenses and/or service subscriptions to Trimble Maps Products you will have read the terms of the Applicable Maps EULA(s), and that you understand, accept and agree to the terms of the Applicable Maps EULA(s) as if expressly stated herein, and that the Applicable Maps EULA(s) are hereby incorporated by reference, and are made a part of, this Addendum. For the purposes of the indemnification and limitation of liability sections of the Master Terms, “we,” “our” and “us” shall also be construed as references to Trimble Maps.

Trimble Maps Product	End User License Agreement
CoPilot	https://copilotgps.com/eula/
PC*MILER (On-Premise or Web Services)	http://www.pcmiler.com/eula/
Trimble MAPS JavaScript API	http://maps.alk.com/account/license-page

F.9.1. Canada Post Data. If you utilize through data for Canada provided through Trimble Maps Products (collectively, “**Canada Post Data**”), Canada Post Corporation is the owner of the copyright, and Statistics Canada as the owner of all intellectual property rights, in Canada Post Data. Neither Canada Post Corporation or Statistics Canada shall be liable: (i) in respect of any claim, demand or action, irrespective of the nature or causes of the claim whatsoever, alleging any loss, injury or damages, direct or indirect, which may result from your use or possession of Canada Post Data; or (ii) in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in such Canada Post Data. You agree to indemnify and save harmless Canada Post Corporation and Statistics Canada and its officers, employees, agents from all claims alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of your possession or use of Canada Post Data.

F.10. Disclaimer. YOU AGREE AND ACKNOWLEDGE THAT EQUIPMENT, CABLES, ACCESSORIES AND PARTS MAY BE DISCONTINUED WITH OR WITHOUT WARNING AND THAT PRODUCTS MAY NOT BE AVAILABLE IN QUANTITIES DESIRED OR ORDERED BY YOU, AND THAT FUTURE VERSIONS OF PRODUCTS MAY NOT BE BACKWARDS COMPATIBLE WITH EXISTING CABLES, MOUNTS AND OTHER ACCESSORIES. VEHICLE MOUNTING LOCATION AND SURROUNDING MATERIALS MAY IMPACT GPS AND CELLULAR RECEPTION. YOU FURTHER ACKNOWLEDGE THAT WE AND PRODUCT MANUFACTURERS MAY DISCONTINUE PROVIDING SOFTWARE OR FIRMWARE UPDATES IN THE FUTURE AND THAT NEW FEATURES AND FUNCTIONALITY MAY NOT BE AVAILABLE THROUGH OR COMPATIBLE WITH DISCONTINUED PRODUCTS OR PRODUCTS THAT ARE NOT RUNNING CURRENT SOFTWARE AND FIRMWARE. WE MAY USE ARTIFICIAL INTELLIGENCE IN OUR SOLUTIONS WHICH MAY RESULT IN FALSE POSITIVES OR NEGATIVES. WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, TIMELINESS, OR USEFULNESS OF ANY INFORMATION ACCESSED OR PROVIDED THROUGH USE OF THE PRODUCTS AND SERVICES. USE OF CERTAIN PRODUCTS AND SOFTWARE IS DEPENDENT ON THE AVAILABILITY AND COVERAGE OF WIRELESS AND TELECOMMUNICATIONS NETWORKS AND TECHNOLOGIES, GLOBAL NAVIGATION SATELLITE SYSTEMS AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES (“**CARRIERS**”). WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF CARRIERS’ SYSTEMS OR FACILITIES, OR FOR SUCH CARRIERS’ ELECTION TO SUNSET CELLULAR SPECTRUMS OR TECHNOLOGIES IN THE FUTURE. CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF OUR PRODUCTS, SOFTWARE, SUBSCRIPTIONS AND SERVICES, AND YOU WILL HAVE NO CLAIMS AGAINST CARRIERS OF ANY KIND WITH RESPECT THERETO. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THE AGREEMENT AND FORMED THE BASIS FOR DETERMINING FEES CHARGED.

Appendix 1

Additional Terms for Instinct Software

1. Definitions.

- 1.1. **"Instinct"** is an Android-based suite of software applications, managed by your administrative users through an EMM and other management portals, which provide users with the ability to use certain PeopleNet and third-party software and solutions. An Instinct subscription fee may apply depending on the version of Instinct used by you; additional fees may apply for use of Third Party EMMs and/or Optional Apps, or related services.
- 1.2. **"Display Device"** means an Android display device meeting minimum required specifications required to run Instinct which is associated in your account with an active telematics service subscription. You are responsible for ensuring your Display Devices meet the minimum requirements to run Optional Apps.
- 1.3. **"PeopleNet App Manager"** is our back-office web portal for managing Instinct-enabled devices and software Apps installed on such devices through the PeopleNet EMM.
- 1.4. **"Core Apps"** are those core PeopleNet Android Apps installed to every device running Instinct.
- 1.5. **"EMM"** means either (a) the Google-powered enterprise mobility management application provided by us to manage Display Device enrollment and certain settings, such as managing deployment of Optional Apps to enrolled Display Devices (as further described below) and control over deployment of updates to PeopleNet apps (the **"PeopleNet EMM"**), or (b) a Third Party EMM provided by you as described below. PeopleNet EMM functionality depends on the version included in your Instinct subscription, and may be either **"Advanced EMM"** (which includes support for a collection of Optional Non-Integrated Apps curated by you and available via a Managed Google Play portal, and also includes Google Play Store access) or **"Base EMM"** (which excludes support for Optional Apps via managed Google Play or Google Play Store).
- 1.6. **"Optional Apps"** are additional Android applications other than Core Apps, which may or may not be integrated with Instinct as further described below, and which are installed and managed on a per-Display Device basis through the EMM. Some Optional Apps may be available to you at no additional charge; others may require a purchase by you through the Google Play Store, and/or may require a separate license or subscription from us or from a third party for use. You warrant and covenant to us that you will only use Optional Apps for which you have a valid license or subscription and will immediately cease use of, and uninstall from all Display Devices, any Optional Apps for which you no longer have a valid license or subscription. You understand and acknowledge that all data used by Optional Apps will count towards your data plan.
 - 1.6.1. **"Optional Integrated Apps"** are Optional Apps that we have authorized to read data from, or publish data to, the Instinct service layer, such as an Optional App used in connection with a service from which you have purchased an add-on subscription through us, or an Optional App that uses PeopleNet's Single-Sign-On (**"SSO"**) functionality.
 - 1.6.2. **"Optional Non-Integrated Apps"** are Optional Apps available through Google Play Store, Managed Google Play, or sideloading that do not interact with the Instinct service layer.

2. **Instinct Software.** You must use the Management Portal in order to use Instinct. You will be required to set up credentials for drivers using Instinct in the Management Portal. Display Devices running Instinct will be managed through Google Play and your EMM, and will not receive updates via OTAP. Internet access is required to use Instinct and Instinct Apps on Display Devices. You agree that you may not use Instinct with any devices other than Display Devices except as expressly permitted by us under a service subscription. You cannot downgrade to another software solution from Instinct unless you perform a full factory reset and reimage of your Display Device. You agree and acknowledge that Optional Apps may be governed by separate end user license agreements, and you are responsible for compliance with such agreements. We may modify and update Core Apps available through Instinct, may add, remove and/or modify Optional Apps available through Instinct, and may prohibit installation of certain apps through Instinct at our discretion. You have obtained all rights necessary to allow us to push, pre-load, and/or auto install Core Apps to and on Display Devices, and to allow us to push, pre-load, and/or auto-install Optional Apps as directed by you.

3. **EMM.** You are responsible for enrolling and managing your Display Devices through an EMM (except to the extent we provide enrollment services to you). To use the PeopleNet EMM you will be required to accept Google's terms related to your use of the EMM and create a profile in the EMM system for your business; you will be presented with such terms during initial EMM set-up. Updated versions of Instinct are automatically pushed to your Display Devices through the PeopleNet EMM by default; your EMM administrator may change this setting to determine when an updated version of Instinct is pushed to your Display Devices. You agree to allow prompt installation of all updated versions of Instinct through the PeopleNet EMM. You may use a third party enterprise mobility management application with Instinct separately licensed and provided by you (a "**Third Party EMM**") if you provide us with the EMM enterprise account ID for the Third Party EMM during set-up. You warrant and covenant to us that you will only use a Third Party EMM which is approved for use by Google and for which you have a valid license or subscription and will immediately cease use of any Third Party EMM or app for which you no longer have a valid license or subscription.
4. **Use of Third Party Optional Apps and/or Third Party EMMs.** Optional Apps may be provided and/or licensed by third parties other than PeopleNet and its Affiliates ("**Third Party Optional Apps**"). PeopleNet is not responsible for any issues with respect to the set-up and configuration of Third Party EMMs, and/or the deployment of Core Apps and/or Optional Apps to Display Devices through a Third Party EMM. You agree that Third Party Optional Apps are not created, licensed or supplied by us. You assume all risk for, and we provide no warranty for and disclaim all liability in connection with, and you hold us harmless from and against, any claims, damages, losses, or liabilities arising or resulting from or related to, the use of Third Party EMMs and/or the installation and use of Third Party Optional Apps on Display Devices, including without limitation (i) performance or feature degradation or inability to use Display Devices, Core Apps or other Optional Apps resulting from use of a Third Party EMM or Third Party Optional App, (ii) personal injury or property damage resulting from use of a Third Party EMM or Third Party Optional App (e.g., use of third party mapping software), and (iii) a breach of security or compromise of your Confidential Information or Transportation Data originating through a Third Party EMM or Third Party Optional App. You will indemnify and hold us harmless from and against any claims, damages, losses, or liabilities arising or resulting from or related to your installation and/or use of Third Party EMMs and/or Third Party Optional Apps.

We are not responsible for supporting issues related to or resulting from your use of Third Party EMMs and/or Third Party Optional Apps. If we elect to provide such support at our discretion, such support will be provided on a time and materials basis at our standard professional services support rate. Any unavailability or degradation of the PeopleNet platform or PeopleNet features or functionality (including Core Apps and PeopleNet-provided Optional Apps) resulting from use of a Third Party EMM or Third Party Optional Apps will not constitute PeopleNet system downtime.

5. **Media Manager.** If you use the Media Manager Platform, this Section 5 will apply to you. The "**Media Manager Platform**" is a solution through which you may push certain content to a user through the "**Media Manager App**", an Optional Integrated App installed on a Display Device, and managed through a management portal hosted by us (the "**Media Manager Portal**") through which your back-office personnel who are authorized users may (a) deploy the Media Manager App to Display Devices (each, a "**Media Manager Device**"), (b) create and manage Media Manager users (and if supported, import drivers from the Management Portal) by PeopleNet ID, and (c) send driving-related, load-related, safety-related, or training-related content in a supported format (e.g., PDF) in connection with a driver's business relationship with you, such as notifications and reports (collectively, "**Media Manager Content**") to users logged into a Media Manager Device. You agree and acknowledge that Media Manager does not support bi-directional flow of content, and may be used to push Media Manager Content to Media Manager Devices only. Users must have a valid and active PeopleNet ID to log into the Media Manager App on a Media Manager Device. As of the Addendum Effective Date, the Media Manager Platform is provided at no additional cost to you. However, we reserve the right to impose a separate subscription fee for your continued use of the Media Manager Platform in the future upon thirty (30) calendar days notice in writing or by email, to introduce different subscription tiers for different levels of Media Manager Platform features and functionality, and/or to impose usage caps.

- 5.1. **Media Manager Content.** Media Manager Content shall not include, and you covenant you shall not send through the Media Manager Platform, (a) sensitive personal information such as social security numbers; (b) personal information of a person other than the recipient of the content; (c) payroll information; (d) personal healthcare information; (e) inappropriate, harassing, hateful, threatening, or illegal content; or (f)

any other information, data or content not related to driving, load, safety or training. You shall be solely responsible for all Media Manager Content shared by you through the Media Manager Platform. You are solely responsible for ensuring Media Manager Content does not contain viruses or other harmful code. In addition to your indemnification obligations under the Agreement, you will indemnify, defend and hold harmless us, our employees, directors, and officers from and against and in respect of any and all claims, demands, losses, and liabilities, whether known or unknown, including interest, litigation expenses and reasonable attorney's fees that we incur, sustain, or suffer, which result from, relate to, or arise out of (a) your use of the Media Manager Platform, including without limitation any Media Manager Content transmitted through the Media Manager Platform, and (b) any damage to, or impact to the usability of, a Media Manager Device caused by Media Manager Content.

- 5.2. Third Party Devices.** The Media Manager App may be installed and used on Android mobile devices running a compatible Android version other than Display Devices ("**Third Party Devices**"). You will be responsible for deploying and installing the APK on Third Party Devices via sideloaded APK installation file obtained by you from the Media Manager Portal, or via the Google Play Store. If you install the Media Manager App on a Third Party Device, we are not responsible for bandwidth charges resulting from your use of the Media Manager App.

Appendix 2 Standard Implementation Services

This Appendix 2 applies to Order Forms executed on or after October 9, 2023.

1. In General. Standard implementation Services consist of the following and are governed by Section 3 of the Master Terms (references to a SOW in Section 3 of the Master Terms will be construed as references to this Appendix 2 and the Order Form). Standard implementation does not include hardware installation by PeopleNet or a PeopleNet Installer. In the event Services are needed following the completion of implementation Services, or in the event hardware installation Services, additional non-standard implementation Services, custom implementation or custom workflow development, non-standard solution configuration, and/or on-site training are requested by you, the Parties will negotiate a Statement of Work for such additional Services, and such Services will be provided at our then-standard published rates set forth in the Order Form.

2. Implementation.

- We will work with you to determine, and agree in writing on, the scope of and a project plan for the implementation Services (including standard required integrations supported by us without additional implementation fees). Non-standard integration work or paid implementation services may be provided through additional Services via a mutually agreed-upon SOW.
- We will provision and set up your account in our back-end SaaS platform to the purchased Subscriptions and will generate initial access credentials for your administrative users. You will be responsible for provisioning access credentials for additional users permitted under your Subscription, as requested by you from time to time.
- As noted above, standard implementation services do not include hardware installation by us or a PeopleNet Installer. Your personnel will install your Devices in your vehicles, and we will provide online virtual installation training and support resources for your installers. If you desire for a PeopleNet Installer to provide hardware installation Services, you and we will negotiate and enter into a SOW for supplemental hardware installation Services.
- Implementation services consist of:
 - Implementation Kick-Off Meeting - Discuss customer objectives; discuss resources (internal, third party) needed by either party to assist with implementation efforts as part of roles and responsibilities; assist you in creating an implementation plan; review your current TMS/mobile comm platform and hosting set-up to determine any needed related projects to be addressed through a separate SOW.
 - Implementation Process – We will work with you to implement the agreed-upon project plan, including coordination of activities between the Parties; conducting regular implementation status meetings as requested and mutually agreed; providing driver training resources and materials; providing reasonable remote project management services as requested; providing general observations and recommendations on effective use of available PeopleNet tools; and providing system usage best practices.
 - Integrations - We will perform integration work specified in the project plan using our standard integrations, and test and validate proper data flow and data quality through such integration(s) once properly implemented. You agree that some integration work may occur after the Billing Commencement Date.
 - Training and Support - We will provide reasonable “train the trainer” remote and on-line training (e.g., via web conference) to your administrative users who will be responsible for providing training to other users. Your administrative Users may reproduce and distribute training materials to your other users for the purposes of training and instruction the use of the telematics solution provided through your Subscription. We will make available to your Users our generally available online support and training materials (offline copies may be made with our prior permission by email or in writing and at your expense). If on-site training is requested by you, on-site training may be provided through additional Services via a mutually agreed-upon SOW.
 - Completion and Hand-Off – We will validate that the mutually agreed-upon project plan was completed and complete project handoff and transfer of account to the PeopleNet Customer Experience team.

3. Hours and Fees; Expenses.

- The estimated hours for your implementation engagement, and the hourly time and materials rate, will be set forth on the Order Form. Subject to the Included Hours terms below, implementation fees will be billed to the actual number of hours of implementation Services performed by us regardless of any estimate(s) set forth in the Order Form, at the hourly rate set forth in the Order Form.
- You will reimburse us for reasonable travel, lodging and other expenses incurred in connection with implementation Services, provided that such expenses shall not be reimbursable unless (a) the expense or cost is pre-approved by you in writing or via email, and (b) we have provided you with receipts or other documentation reasonably substantiating such expenses or costs as part of the reimbursement request.
- If a number of implementation Services hours are included with your Subscription(s) as expressly stated on the Order Form ("**Included Hours**"), then any Included Hours will be applied against hours of implementation Services provided by us in connection with your Subscription(s), after which you will pay for additional Services hours incurred on a time and materials basis. Your allotment may not be applied against evening or weekend hours or transferred to other subscriptions or solutions offered by us or our Affiliates, and you will not receive a credit or refund for any unused hours. This paragraph does not apply if Services are a separate line item from your Subscription on your Order Form.