

## **PARTICIPATING ADDENDUM**

### **NASPO VALUEPOINT**

#### **Turnkey Wireless and IOT Solutions, Fleet Management Solutions**

Administered by the State of Utah  
(hereinafter "Lead State")

NASPO ValuePoint Master Agreement No: MA3695

(hereinafter "Master Agreement")

Geotab USA, Inc.  
(hereinafter "Contractor")

and

State of Arkansas  
(hereinafter "Participating State" or "State")

Contract No: 4600057687

#### **A. SCOPE:**

This Participating Addendum ("PA") covers Category 3: Subcategory A: Fleet Management Solutions of the NASPO ValuePoint Wireless Voice, Data and Accessories cooperative contract administered by the Lead State for use by Participating State agencies and other entities located in the State of Arkansas as authorized by Arkansas Procurement Law to utilize cooperative contracts.

The primary purpose of this PA is to establish a statewide contract for state agencies to install global positioning devices in state vehicles in compliance with Arkansas Code Annotated § 22-8-105. The scope includes the integrated Geotab telematics and reservation system solution for statewide fleet management implementation, including GO device hardware (including implementation support and installation), platform access and analytics capabilities, and technical support.

#### **B. PARTICIPATION:**

All state agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities) of the Participating State are considered Eligible Purchasers and are authorized to purchase products and services under the terms and conditions of this PA.

#### **C. INDIVIDUAL CUSTOMER:**

Each Eligible Purchaser that purchases from the Master Agreement ("Purchasing Entity") shall be treated as if they were individual customers. Except to the extent modified by the PA, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Participating State has in the Master Agreement and this PA. Each Purchasing Entity shall be responsible for their own charges, fees, and liabilities. Each Purchasing Entity shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity individually.

#### **D. ACCESS TO CLOUD PRODUCTS AND SERVICES REQUIRE OST APPROVAL:**

Unless otherwise stipulated in this PA, cloud products and services accessed through this PA by State executive branch agencies are subject to the authority and prior approval of the Arkansas Department of Shared Administrative Services Office of State Technology.

#### **E. CLOUD PRODUCTS AND SERVICES:**

All servers and databases associated with a Purchasing Entity's use of the Contractor provided cloud products and services must reside in the continental United States.

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Individual Vehicle Data (as defined in Appendix A) must not be accessed or transmitted from outside of the continental U.S. or Canada. The foregoing shall not apply to third party subprocessors utilized by the Contractor to provide the cloud products and services.

**F. DATA OWNERSHIP**

All data collected on behalf of the State of Arkansas shall remain the property of the State and nothing in this PA shall convey ownership of any data to Geotab nor be construed to allow Geotab to maintain, use, disclose, or share State data in a manner inconsistent with this PA. Geotab may use anonymized data for platform improvements.

**G. DATA SECURITY**

Geotab shall employ the following security standards:

1. Geotab Security Standards
  - a. ISO/IEC 27001:2013 compliance
  - b. NIST Cryptographic Module Validation Program 140-3 for OBD telematics
  - c. Cyber Essentials Certificate
  - d. Technical and Organizational Data Security Measures (TOMS) documentation
  - e. NIST 800-171 R2
2. Security Standards:
  - a. Data protection standards applied within US hosting environment consistent with applicable law
  - b. Documented IT security concept and regular data security training
  - c. Standard data protection measures per contract processing agreement
  - d. Secure API integration with Geotab platform

Geotab shall notify SAS within 24 hours of an actual, probable, or reasonably suspected breach of security protocols or any unauthorized access to SAS data and must take commercially reasonable measures to address the issue.

Unless otherwise specified or prohibited by law, the State's authorized administrator may utilize the MyGeotab platform feature to permanently and non-recoverably delete requested historical telematics data directly from the system.

Geotab will maintain an appropriate confidentiality agreement with all employees, contractors, or other people with access to State data. Written confirmation of executed confidentiality agreements shall be made available to SAS upon request.

**H. ORDER OF PRECEDENCE:**

1. This PA. The PA does not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Lead State's Master Agreement.
2. Master Agreement (includes negotiated terms & conditions and Appendix A attached hereto)
3. The solicitation including all addenda; and
4. The Contractor's response to the solicitation; and
5. Order Specific Terms (as defined below)

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These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an exhibit or attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this PA as to the products and services listed on the ordering document only ("Order Specific Terms"). No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order, or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

**I. TERMINATION AND TRANSITION**

Upon termination, Geotab shall provide the following transition support:

1. Support hardware removal and return
2. Coordinate with Arkansas IT team for system discontinuation
3. Provide final performance and usage reports
4. Seven-day data access period post-termination

**J. VENDOR REGISTRATION:**

To receive payment, the Contractor must register online at [ark.org/vendor/index.html](http://ark.org/vendor/index.html).

**K. PAYMENTS AND INVOICE PROVISIONS:**

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Purchasing Entity. The Participating State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the Purchasing Entity as to the commodities and/or services purchased, rented, or leased. Contractors should invoice the Purchasing Entity by an itemized list of charges. The purchase order number, contract number, or both, as applicable, should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the Contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated § 19-61-303. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after the date of invoice. The Participating State shall have the right to dispute billed commodities or services and withhold payment for those commodities or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.

The Contractor shall ensure that all invoices are sent directly to the Purchasing Entity that purchased products from them.

All invoices should be forwarded to:

Purchasing Entity Name  
Attention: Accounts Payable  
Address  
City, Arkansas Zip Code

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**L. PURCHASE ORDER INSTRUCTIONS:**

All Purchasing Entities issuing valid purchase orders within the jurisdiction of this PA should include the following:

1. NASPO Master Agreement Number MA3695
2. Participating State contract number **4600057687**
3. Purchasing Entity name, address, contact, email, and phone number
4. Applicable approvals
5. Orders shall be made out to the Contractor or reseller

The Purchasing Entities shall not be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this PA.

**M. ACH PAYMENTS**

All payments made to the Contractor by a state agency shall be made exclusively through ACH (Automated Clearing House) direct deposit. The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Purchasing Entity. The Purchasing Entity will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

**N. CONVENIENCE FEE:**

1. Convenience Fee

Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-61-801 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this PA. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-60-801 participants.

2. Quarterly Reporting and Fee Remittance

Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The

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calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
- b. Purchasing entity
- c. Total of Convenience Fee amount due
- d. Such other information as the State may reasonably request
- e. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

**3. Payment of Convenience Fee**

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

**4. Retention and Inspection of Records**

The Contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

**O. RECORD RETENTION:**

Financial and accounting records relevant to State of Arkansas transactions under this PA shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this PA or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.

**P. GOVERNING LAW:**

The laws of the State of Arkansas shall govern this PA. Nothing under this PA or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

**Q. APPLICABLE LAW:**

Geotab shall comply with the provisions of the Arkansas Personal Information Protection Act, Arkansas Code Annotated §§ 4-110-101-108, Arkansas Code Annotated §§ 19-60-106, and all other applicable federal and state laws and regulations, including Arkansas procurement requirements.

**R. VENUE AND JURISDICTION:**

Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort

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or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly.

**S. TAXES:**

Personal Property tax will not be charged to Arkansas state agencies.

**T. TRAVEL EXPENSES:**

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the State. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

**U. SOFTWARE TERMS AND CONDITIONS:**

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software including, in the case of Contractor's products and services, the terms attached hereto as Appendix A; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Subsection F (Order of Precedence), above, shall supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

**V. CANCELLATION:**

1. **For Convenience.** The State may cancel this PA for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
2. **For Cause.** The State may cancel this PA for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the PA and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the PA to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.
3. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

**W. INDEMNIFICATION:**

The Master Agreement shall govern indemnification.

1. **Sovereign Immunity.** Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

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**X. CONFIDENTIAL INFORMATION:**

Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas statutes.

**Y. CONTINGENT FEE:**

The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

**Z. DISCLOSURE AND CERTIFICATIONS:**

**1. DISCLOSURE**

Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of Governor's Executive Order (EO 98-04) Disclosure Form on file for the Contractor. The Contractor shall submit the disclosure form prior to entering into this PA. Failure to make any disclosure required by EO 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Participating State.

**2. RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

**3. RESTRICTION OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES**

Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract.

**4. RESTRICTION OF SCRUTINIZED COMPANIES**

Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

**5. EQUAL OPPORTUNITY POLICY**

In compliance with Arkansas Code Annotated § 19-60-104, if a state agency is purchasing services, the Office of State Procurement is required to have a copy of the Contractor's Equal Opportunity (EO) Policy prior to entering into this PA. The submission of an EO Policy is a one-time requirement. The Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other Participating Entities that must also comply with this statute. If the Contractor is

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not required by law to have an EO Policy, the Contractor must submit a written statement to that effect.

**6. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to Arkansas Code Annotated § 19-60-105, if a state agency is purchasing services, the Office of State Procurement is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

**AA. TECHNOLOGY ACCESS:**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no

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product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**BB. PERFORMANCE STANDARDS (FOR SERVICES ONLY):**

Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.

**CC. LEASING:**

Leasing **shall not** be authorized under this PA.

**DD. VALUE ADDED SERVICES:**

The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity;
- Services are linked to items the entity has purchased through a current or past transaction.

**EE. SUBCONTRACTORS OR RESELLERS:**

The Contractor may use subcontractors or resellers; however, the Contractor will be responsible for any agreements with the subcontractors or resellers. The Participating State and Purchasing Entity are not agreeing to and is not responsible for any terms and conditions with a subcontractor or reseller. The following subcontractors are authorized to provide commodity delivery and services:

Subcontractor/Reseller	Contact Name	Email	Phone
12Volt Professionals LLC	Caitlin Rucky	<a href="mailto:caitlin.rucky@12voltprofessionals.com">caitlin.rucky@12voltprofessionals.com</a>	734-846-3978
CB Direct	Marlene Adams	<a href="mailto:office@cbdirect.net">office@cbdirect.net</a>	866-716-9886
Orbital Installation Technologies	Ryan Scharnowske	<a href="mailto:ryan@orbitalcustoms.com">ryan@orbitalcustoms.com</a>	317-774-3668
Totally Wireless GPS	Mark McGuire	<a href="mailto:mark@totallywirelessgps.com">mark@totallywirelessgps.com</a>	661-263-4333
Safety Net Installs	Erick Valenciano	<a href="mailto:erick@safetynetinstalls.com">erick@safetynetinstalls.com</a>	725-278-2954

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Subcontractors and resellers may be updated by mutual agreement.

**FF. ORDERS:**

Any order placed by a Participating State or Purchasing Entity for a commodity, service, or both available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**GG. TERMS:**

The Participating State and Purchasing Entity are agreeing to the terms of the Master Agreement, Appendix A, and end user terms only to the extent the terms are not in conflict with Arkansas law.

**HH. PRIMARY CONTACTS:**

The primary contact individuals for this PA are as follows (or their named successors):

<b>Lead Entity</b>	
Name:	Utah Department of Government Operations
Contact Person:	Brett Whitelaw
Address:	4315 South 2700 West, Taylorsville, UT 84129
Telephone:	801-957-7149
E-Mail:	bwhitelaw@utah.gov

<b>Contractor</b>	
Name:	Geotab USA, Inc.
Contact Person:	Neil Garrett
Address:	621 North Avenue Northeast Suite C-170 Atlanta, GA 30308, USA
Telephone:	702-884-8289
E-Mail:	neilgarrett@geotab.com

<b>Arkansas Contact</b>	
Name:	State of Arkansas Department of Shared Administrative Services, Office of State Procurement
Contact Person:	General Procurements Team
Address:	501 Woodlane Street, Ste 220 Little Rock, AR 72201
Telephone:	501-324-9316
E-Mail:	

The contacts listed above can be changed by the parties from time to time in writing. Such

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updates do not require an amendment to this PA.

By signing this PA, the Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a contract resulting from this PA:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

The Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this PA.

This PA and the Master Agreement together with its exhibits (including any terms referenced in the Master Agreement), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this PA as of the date of execution by both parties below.

Participating State: Arkansas	Contractor:
Signature:	Signature:
Name: Jessica Patterson	Name:
Title: Director	Title:
Date:	Date:

## 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 Master Agreement and/or the PA (as used herein, 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. Intentionally 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 Products 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;
  - 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.

## APPENDIX A

### Government Use of Contractor Products

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;
  - 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

## APPENDIX A

### Government Use of Contractor 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 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.

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### Government Use of Contractor Products

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.

#### 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.

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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-notice/>. 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.

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/en-gb/terms/here-end-user-terms>

#### 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](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](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](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](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,

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### Government Use of Contractor Products

<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/>.

#### 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;

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### Government Use of Contractor Products

- 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.
  - 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 exclusive to OEM telematics
- 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 of the OEM Telematics Data;
  - 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 PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
5. 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

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SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

#### **Additional Terms Applicable to OnStar OEM Telematics Only:**

1. 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.
2. 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).
3. 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.

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**PRICING SCHEDULE**

SKU	Plan or Feature Description	Price
<b>GO Device Bundles with Installation</b>		
GO Install Bundle Plan	Geotab GO9B or GR9 telematics device, GO plan, universal harness, standard installation (as defined below), data sharing, and training.	\$11.00
<b>Includes (1) of the following:</b>		
GO9-LTMB1ATT	Geotab GO9B telematics device	Included in bundle
GO9-LTEVZWA	Geotab GO9B telematics device	Included in bundle
GP9-LTEATT	GO9+ (AT&T, USA, LTE CAT4)	Included in bundle
GR9-LTEATT	Geotab GO Rugged 9 telematics device	Included in bundle
<b>Includes (1) of the following:</b>		
HRN-BS16S4	OBDII extension cable pack for GO devices — replaces the HRN-INSTALLPACKV2.	Included in bundle
HRN-CS14S21-A	14-pin straight harness for heavy duty vehicles. For use in any vehicle with an RP1226 diagnostic connector. TAA certified.	Included in bundle
HRN-CS14T2-A	14-pin T-harness for heavy-duty applications. For use with vehicles with an RP1226 diagnostic connection. TAA compliant.	Included in bundle
HRN-CW03K3-A	Custom 3-wire harness with fuse kit for GO device installation. TAA compliant.	Included in bundle
HRN-DS06T2-A	6-pin heavy duty T-harness	Included in bundle
HRN-GR09K1-A	9-Pin Universal Rugged T-Harness Kit (TAA Compliant)	Included in bundle
HRN-GS09K2-A	9-pin universal heavy duty T-harness, replacing HRN-DR09T2 and HRN-DS09T2. Includes a multi-connector kit with mounting adapters for most international heavy duty vehicles. TAA compliant.	Included in bundle

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HRN-GS16K22-A	16-pin universal OBD-II T-harness kit with several mounting adapters for use in most light duty and medium duty international vehicles. CARB approved. TAA compliant.	Included in bundle
HRN-RS12S2	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.	Included in bundle
HRN-RW03K4-A	3-wire harness for GO RUGGED installations. Kit contents include a harness and a fuse kit. TAA compliant.	Included in bundle
<b>Includes (1) of the following:</b>		
INS-GOADV	Installation of a GO device with T-harness and up to two IOX cables (i.e. IOX-NFCREADER, IOX-GOTALKA). Trip fees up to 50 mi/km is included.	Included in bundle
INS-GOHDWIRE	Installation of a GO device with the use of a hardwired connection to the ignition, power and ground. Trip fees up to 50 mi/km are included.	Included in bundle
INS-GOSTRD	Installation of a GO device with or without a T-harness.	Included in bundle
INS-GORUGGED	Installation of a GO Rugged device with or without a T-harness.	Included in bundle
<b>Includes (1) of the following:</b>		
INS-REMOVALNONGO	Removal of a competitor device before GO device installation. Can be ordered only in addition to a Standard, Advanced, and/or Hardwired Install.	Included in bundle
<b>Minimum 36-month commitment required, and a \$240 cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Device includes a limited lifetime warranty.</b>		
<b>GO Device Bundles without Installation</b>		
GO Bundle Plan	Geotab GO9B or GR9 telematics device, GO plan, universal harness, and training. This is a SELF INSTALL PACKAGE	\$19.25
<b>Includes (1) of the following:</b>		
GO9B/GR9 Device	Geotab GO9B or GR9 telematics device	Included in bundle
GO9-LTMB1ATT	Geotab GO9B telematics device	Included in bundle

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GO9-LTEVZWA	Geotab GO9B telematics device	Included in bundle
GP9-LTEATT	GO9+ (AT&T, USA, LTE CAT4)	Included in bundle
GR9-LTEATT	Geotab GO Rugged 9 telematics device	Included in bundle
<b>Includes (1) of the following:</b>		
Universal Harness	Universal Harness	Included in bundle
HRN-BS16S4	OBDII extension cable pack for GO devices — replaces the HRN-INSTALLPACKV2.	Included in bundle
HRN-CS14S21-A	14-pin straight harness for heavy duty vehicles. For use in any vehicle with an RP1226 diagnostic connector. TAA certified.	Included in bundle
HRN-CS14T2-A	14-pin T-harness for heavy-duty applications. For use with vehicles with an RP1226 diagnostic connection. TAA compliant.	Included in bundle
HRN-CW03K3	Custom 3-wire harness kit. The custom kit contains the harness and a fuse kit.	Included in bundle
HRN-CW03K3-A	Custom 3-wire harness with fuse kit for GO device installation. TAA compliant.	Included in bundle
HRN-DS06T2-A	6-pin heavy duty T-harness	Included in bundle
HRN-GR09K1-A	9-Pin Universal Rugged T-Harness Kit (TAA Compliant)	Included in bundle
HRN-GS09K2-A	9-pin universal heavy duty T-harness, replacing HRN-DR09T2 and HRN-DS09T2. Includes a multi-connector kit with mounting adapters for most international heavy duty vehicles. TAA compliant.	Included in bundle
HRN-GS16K22-A	16-pin universal OBD-II T-harness kit with several mounting adapters for use in most light duty and medium duty international vehicles. CARB approved. TAA compliant.	Included in bundle
HRN-RS12S2	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.	Included in bundle
HRN-RW03K4-A	3-wire harness for GO RUGGED installations. Kit contents include a harness and a fuse kit. TAA compliant.	Included in bundle

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HRN-RW03K4	3-wire harness kit for GO Rugged. The kit contains the harness and a fuse kit.	Included in bundle
<b>Minimum 36-month commitment required, and a \$165 cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Device includes a limited lifetime warranty.</b>		
<b>OEM Embedded Solutions</b>		
FORD PREMIUM PLAN	Ford Premium Plan	\$17.75
GM PREMIUM PLAN	GM Premium Plan	\$17.75
<b>Extended Coverage</b>		
SATELLITE PLAN	Monthly service plan for IOX Iridium satellite add-on. Must be combined with GO device bundle.	\$34.25
IOX-SATIRDV2	IOX Add-On for Iridium satellite support (includes Iridium modem and antenna)	\$579.35
<b>Public Works (Winter Ops, Street Sweepers, so on)</b>		
IOX-WRKS	IOX-WRKS integrates with the GO9 device as a part of the Geotab Public Works solution for government fleets.	\$126.72
HRN-DB9NM	Cable - DB-9 Null Modem Integration	\$33.00
HRN-DB9SI15	Cable - DB-9 Serial Integration (15FT)	\$13.20
HRN-FAI	Cable - Force America Integration	\$33.00
<b>GO Focus Safety Sensor Bundle with Installation</b>		
GO Focus Install Bundle Plan	GO Focus Safety Sensor, GO Focus Plan, and standard installation. Must be paired with GO Bundle Plan.	\$11.00
<b>Includes (1) of each the following:</b>		
GS1-LTE1ATT	GO Focus Safety Sensor (AT&T, USA)	Included in bundle
INS-CAMERA	Installation of one front facing camera solution. Does not include GO device installation. Trip fee up to 50 mi/km are included.	Included in bundle
<b>Minimum 36-month commitment required, and a \$205 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Focus device includes a 12 month warranty.</b>		
<b>GO Focus Safety Sensor Bundle (Self-Install)</b>		

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GO Focus Bundle Plan	GO Focus Safety Sensor and GO Focus Plan. Must be paired with GO Bundle Plan.	\$8.00
<b>Includes (1) of each the following:</b>		
GS1-LTE1ATT	GO Focus Safety Sensor (AT&T, USA)	Included in bundle
<b>Minimum 36-month commitment required, and a \$130 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Focus device includes a 12 month warranty.</b>		
<b>GO Focus Add-on Solution</b>		
GO Focus Plan	GO Focus Safety Sensor Plan. Must be paired with GO Bundle Plan.	\$5.00
GS1-LTE1ATT	GO Focus Safety Sensor (AT&T, USA)	\$150.00
<b>GO Focus Plus Camera Bundle with Installation</b>		
GO Focus Plus Install Bundle Plan	GO Focus Plus Dash Cam, GO Focus Plus Plan, and standard installation. Must be paired with GO Bundle Plan.	\$22.50
<b>Includes (1) of each the following:</b>		
GE1-LTE1ATT	GO Focus Plus Duo Camera (ATT, US)	Included in bundle
SPR-GFPLCVR	GO Focus Plus in-cabin lens cover.	Included in bundle
INS-CAMERA	Installation of one front facing camera solution. Does not include GO device installation. Trip fee up to 50 mi/km are included.	Included in bundle
<b>Minimum 36-month commitment required, and a \$365 USD prorated cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Focus Plus camera includes a 36 month warranty.</b>		
<b>GO Focus Plus Camera Bundle (Self-Install)</b>		
GO Focus Plus Bundle Plan	GO Focus Plus Dash Cam and GO Focus Plus Plan. Must be paired with GO Bundle Plan.	\$20.00
<b>Includes (1) of each the following:</b>		
GE1-LTE1ATT	GO Focus Plus Duo Camera (ATT, US)	Included in bundle
SPR-GFPLCVR	GO Focus Plus in-cabin lens cover.	Included in bundle

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<b>Minimum 36-month commitment required, and a \$260 USD prorated cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Focus Plus camera includes a 36 month warranty.</b>		
<b>GO Focus Plus Camera add-on Solution</b>		
GO Focus Plus Plan	GO Focus Plus Plan. Must be paired with GO Bundle Plan.	\$20.00
GE1-LTE1ATT	GO Focus Plus Duo Camera (ATT, US)	\$312.00
SPR-GFPLCVR	GO Focus Plus in-cabin lens cover.	\$3.60
<b>Geotab Keyless for Car Sharing Fleets</b>		
PROPLUS + KEYLESS PLAN	ProPlus + Keyless plan. Must be paired with monthly GO plan. IOX-KEYLESS-NK or IOX-KEYLESS must be purchased in addition to the Keyless add on plan.	\$15.00
IOX-KEYLESS	IOX Add-On for Keyless functionality, with integrated keyfob. Can be paired with INS-GOADV and INS-STRTINHIB (if necessary).	\$120.00
IOX-KEYLESS-NK	IOX Add-On for Keyless functionality, without integrated keyfob. Can be paired with INS-GOADV and INS-STRTINHIB (if necessary).	\$69.96
GEO-KLNFCFOB	Geotab Keyless NFC fob (with adhesive backing) to be used with IOX-NFCREADERA.	\$3.96
HRN-CX10S4	Starter inhibit harness for Geotab Keyless. For use with an IOX-KEYLESS version B1 for bladed key installations requiring starter inhibit functionality. NOT for use with non-labeled versions of IOX-KEYLESS.	\$13.20
SPR-QRTAG	QR Tag for IOX-KEYLESS key shipment to Geotab.	\$1.32
<b>Installation Services</b>		
INS-ADDCHARGES	Additional miscellaneous charges related to installation activities (i.e. custom install work, hotel fees, parking fees, etc.)	Varies
INS-ASSETWIRED	Installation of a hardwired Asset tracker. Trip fees up to 50 mi/km are included	\$126.00
INS-ASSETWIRELESS	Installation of a Solar or Battery powered Asset Tracker. Trip fees up to 50 mi/km are included	\$114.00
INS-AUXEXT	Connection of auxiliary input to external vehicle accessory. Does not include GO device and IOX cable installation.	\$120.00

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INS-AUXINT	Connection of auxiliary input to in-cab vehicle accessory. Does not include GO device and IOX cable installation. Trip fee up to 50 mi/km are included.	\$48.00
INS-CAMERA	Installation of one front facing camera solution. Does not include GO device installation. Trip fee up to 50 mi/km are included.	\$126.00
INS-GOADV	Installation of a GO device with T-harness and up to two IOX cables (i.e. IOX-NFCREADER, IOX-GOTALK). Trip fees up to 50 mi/km are included.	\$132.00
INS-GOHDWIRE	Installation of a GO device with the use of a hardwired connection to the ignition, power and ground. Trip fees up to 50 mi/km are included.	\$120.00
INS-GORUGGED	Installation of a GO Rugged device with or without a T-harness.	\$132.00
INS-GOSTRD	Installation of a GO device with or without a T-harness.	\$114.00
INS-GOSWAP	Removal of a defective GO device and installation of a new GO Device. The swap needs to occur in the same vehicle on the same day and applies for standard, advanced and hardwired installations. Trip fees up to 50 mi/km are included.	\$126.00
INS-NOSHOW	Vehicle not available at the time and place of the scheduled installation	\$114.00
INS-REMOVAL	Removal of a GO device. Applies for hardwired, advanced, and standard installed devices. Removed device and harness will be returned to the customer. Trip fees up to 50 mi/km are included.	\$114.00
INS-REMOVALNONGO	Removal of a competitor device before GO device installation. Can be ordered only in addition to a Standard, Advanced, and/or Hardwired Install.	\$36.00
INS-SERVICE	Service or repair of an existing GO device or Geotab accessory. Trip fees up to 50 mi/km are included.	\$126.00
INS-TRIPFEE	Trip fee per 1 mi/km for installations that require trips over 50 mi/km. Only mileage/kilometers in excess of 50 mi/km one way shall be billable.	\$1.20
INS-WTROPS	Installation of Public Works (Winter Ops) solution. Includes spreader controller and one external accessory connection.	\$360.00

**Additional Hardware One time Cost**

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GEO-NFCFOBBLUA	Blue NFC Driver ID Tag.	\$3.96
GEO-NFCSTKBLUA	NFC Driver ID Sticker Tag with blue inner label.	\$3.96
GEO-NFCFOBBLUA20	Bag of 20 qty. Blue NFC Driver ID Tag.	\$52.80
GEO-NFCSTKBLUA20	Bag of 20 qty. NFC Driver ID Sticker Tag with blue inner label.	\$52.80
GEO-ZIPSEAL100	Serialized cable tie, also known as a zip tie (pack of 100).	\$51.48
HRN-BD16K1	Battery disconnect bypass harness for GO device. For use on any vehicle with a positive battery terminal disconnect switch. This kit contains the harness and a fuse kit.	\$13.20
HRN-BD16S5	Harness for ALDL installations in gas or OBD vehicles (such as GM, Ford, and so on) and Freightliner vehicles with a Gateway module.	\$32.66
HRN-BF11A1	Custom proprietary harness for enhanced engine data support on select Fiat and Chrysler vehicles in Latin America.	\$10.16
HRN-BS16S4	OBDII extension cable pack for GO devices — replaces the HRN-INSTALLPACKV2.	\$10.16
HRN-BS16S4F	Flat OBDII extension harness for GO devices.	\$14.52
HRN-BS16S5	OBDII extension harness for GO devices.	\$11.62
HRN-BU16Y5	OBDII harness for GO devices — includes special vehicle connector to receive engine data from Mitsubishi Fuso or medium-duty vehicles.	\$14.52
HRN-CE04A4	Custom proprietary adapter for Volvo vehicles in Latin America and Europe. Requires HRN-CM24Y1.	\$10.16
HRN-CE10K2	Custom harness kit for Volvo/Mack vehicles, 2019 or newer, in North America. Requires HRN-CM24Y1. The custom kit contains the harness and a fuse kit.	\$39.60
HRN-CG04T3	4-pin custom adapter for use with Volkswagen trucks only.	\$23.76
HRN-CG13S1-A	16-Pin Adapter Harness for SWC Protection (TAA Compliant)	\$13.20
HRN-CH06A2	Custom proprietary HINO FMS adapter. Requires HRN-CM24Y1.	\$10.16
HRN-CH10A2	Custom 10-pin HINO FMS adapter for 2019+ vehicle models. Requires HRN-CM24Y1.	\$14.52

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HRN-CI04A2	Customer Isuzu FMS adapter for 2017+ vehicle models. Requires HRN-CM24Y1.	\$14.52
HRN-CK10K2	Custom harness kit for Mack vehicles, 2018 or older, in North America. Requires HRN-CM24Y1. The custom kit contains the harness and a fuse kit.	\$26.40
HRN-CL24T2	24-pin bypass T-harness for Ford J1979 security gateway (SGW) module.	\$36.00
HRN-CM24Y1-A	Harness for custom GO device installations — includes Molex connectors for two OBD and one J1939 points. TAA compliant.	\$14.52
HRN-CP04K2	Fuse kit harness for connecting to the PSM module under the driver seat on Mercedes Sprinter (907 chassis) for global markets. Kit contents include HRN-CP04A2 and a fuse kit. Requires HRN-CM24Y1.	\$13.20
HRN-CS14S21-A	14-pin straight harness for heavy duty vehicles. For use in any vehicle with an RP1226 diagnostic connector. TAA certified.	\$17.42
HRN-CS14T2-A	14-pin T-harness for heavy-duty applications. For use with vehicles with an RP1226 diagnostic connection. TAA compliant.	\$29.04
HRN-CT06K1	Tesla Harness Kit	\$30.00
HRN-CT06S1	Custom straight harness for Tesla Models S and X, 2016 to 2021.	\$10.16
HRN-CT06S2	Custom straight harness for Tesla Models S and X, 2015 and older.	\$10.56
HRN-CT20T1	Custom harness for Tesla Model 3 vehicles.	\$21.78
HRN-CT20T11-A	Custom T-harness for Tesla Model 3, 2019 to 2023. TAA compliant.	\$21.78
HRN-CT26T1-A	T-Harness for Tesla Model Y (2019 to 2023) (TAA Compliant)	\$26.40
HRN-CW02S2	2-wire pigtail assembly harness.	\$13.86
HRN-CW03K3-A	Custom 3-wire harness with fuse kit for GO device installation. TAA compliant.	\$14.52
HRN-CW08K4	Custom 8-wire harness kit for vehicles with no supported connectors. Requires HRN-CM24Y1. The custom kit contains the harness and a fuse kit.	\$14.52
HRN-DB9NM	Cable - DB-9 Null Modem Integration	\$33.00

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HRN-DB9SI15	Cable - DB-9 Serial Integration (15FT)	\$13.20
HRN-DC14T1	14-pin T-harness for installing GO RUGGED devices in Caterpillar equipment 2016 and newer.	\$65.34
HRN-DS02S8	Winter operations cable for Muncie Omni T-harness for IOX-WRKS integration.	\$13.20
HRN-DS02Y8	Winter operations cable for Muncie Advantage+ T-harness for IOX-WRKS integration.	\$19.20
HRN-DS06T2-A	6-pin heavy duty T-harness	\$29.04
HRN-DS09S4	9-pin straight harness for heavy-duty Deutsch connector installations in North America.	\$17.42
HRN-ES12S1	European interface harness for generic vehicles with FMS.	\$17.42
HRN-FAI	Cable - Force America Integration	\$33.00
HRN-GR09K1-A	Universal Rugged Heavy-Duty T-Harness Kit (IP67) TAA compliant.	\$29.04
HRN-GS09K2-A	9-pin universal heavy duty T-harness, replacing HRN-DR09T2 and HRN-DS09T2. Includes a multi-connector kit with mounting adapters for most international heavy duty vehicles. TAA compliant.	\$29.04
HRN-GS16K22-A	16-pin universal OBD-II T-harness kit with several mounting adapters for use in most light duty and medium duty international vehicles. CARB approved. TAA compliant.	\$31.20
HRN-HLAEGAH	Allows for serial connections to GAH refrigeration units with a LAE AH1-5B14L-AG controller.	\$27.60
HRN-HTKDSR	Allows for connections to Thermo King refrigeration units with Direct Smart Reefer (DSR) controllers.	\$34.80
HRN-IOXEXT-A	Extension harness for connecting IOX hardware on one end, to either a GO device or other IOX device on the other end. 2 meter length. TAA compliant.	\$10.16
HRN-RC12T2	12-pin Komatsu-specific harness for GO RUGGED device.	\$52.80
HRN-RD04S1	Polaris interface harness for the GO RUGGED device.	\$21.12
HRN-RL06T1	6-pin harness for GO RUGGED installations in newer (non-legacy) Bobcat equipment and assets, such as mini excavators. Harness allows for J1939 engine data collection, if available.	\$24.00

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HRN-RL07T1	7-pin harness for GO RUGGED installations in legacy Bobcat equipment and assets, such as skid steers. Harness allows for J1939 engine data collection, if available.	\$28.80
HRN-RL12K2	Deutz Engine Harness Kit for GO Rugged	\$63.60
HRN-RMRCA1-A	Harness adapter for Caterpillar assets, 2000 to 2016. Requires HRN-GR09K1. TAA compliant.	\$17.42
HRN-RO06T1	Harness for GO RUGGED installations in Bombardier Recreational Products (BRP).	\$24.00
HRN-RS12K1	Battery disconnect bypass harness for GO RUGGED. For use on any vehicle with a positive battery terminal disconnect switch. This kit contains the harness and a fuse kit.	\$28.38
HRN-RS12S2	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.	\$14.52
HRN-RUGHRNGSKT	Rugged Gasket+Rugged Harness	\$15.32
HRN-RW03K4-A	3-wire harness for GO RUGGED installations. Kit contents include a harness and a fuse kit. TAA compliant.	\$18.74
HRN-RW03K5	3-wire harness for GO RUGGED installations for machines whose engines do not reporting ignition or RPM to the device. Required for ground service equipment. Kit contents include the harness and fuse kit.	\$16.80
HRN-RW04K4	4-wire differential harness for GO RUGGED installations for negative battery disconnect/oil pressure switch/negative output ignition. Required for ground service equipment. Kit contents include the harness and a fuse kit.	\$16.80
HRN-RW07T1	Tri-pin connector harness for vehicles without diagnostic ports (off-road vehicles only). Requires a GO RUGGED.	\$26.40
HRN-RW08K1	8-wire harness kit for GO RUGGED. The kit contains the harness and a fuse kit.	\$27.32
HRN-RX06S4	6-way IOX harness for GO RUGGED to provide digital auxiliary support.	\$14.52
HRN-RZ04T4	Kubota gas engine interface harness for the GO RUGGED device. Required for ground service equipment.	\$21.52

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HRN-RZ04T41	Ford EDI TUG Engine Interface T-Harness for GO RUGGED Installation	\$21.52
HRN-TNULL-A	A T-Harness to connect a GO Device with a custom telematics device.	\$10.16
HRN-UD03S9	14 ft extension cable to be used with IOX-RS232D.	\$13.20
IOX-ALERT	Input/output expander to send an alert message to MyGeotab.	\$36.30
IOX-ANALOG	Input/output expander Add-On for GO devices to support analog auxiliary input. [BETA]	\$50.82
IOX-AUXM	IOX Add-On for GO devices for auxillary support	\$42.11
IOX-BATTERY	The IOX-BATTERY is a backup solution for GO9 and GO9 RUGGED devices (with adapter). The IOX-BATTERY starts working when a GO device is unplugged or loses the OEM vehicle/equipment power supply.	\$71.28
IOX-BT	Input/output expander with Bluetooth® low energy for GO devices — supports proximity beacons with a public MAC address and select sensor-enabled beacons.	\$56.63
IOX-BUZZ	Input/output expander for an external buzzer or beeper.	\$56.63
IOX-CAN	Input/output expander for CAN integrations (i.e. Mobileye, Valor).	\$56.63
IOX-GOTALKA	The IOX-GOTALKA provides audible feedback to drivers when they exceed allowable conditions (such as speed, harsh cornering, and so on. The audible feedback can be configured for your whole fleet, or for individual vehicle groups.	\$108.90
IOX-KEYBOX	The IOX-KEYBOX enables shared vehicle access and works with Geotab’s Keyless Platform. The device supports multiple markets including car sharing, car rental, shared vehicle pools, shared vehicle access for delivery and field service vehicles, and so on. The IOX-KEYBOX kit package contains the following items: KEYBOX main unit, Brackets for KEYBOX, Bracket Screws, Harness for KEYBOX, IOX-BT Bluetooth unit	\$271.20
IOX-NFCREADERA	Input/output expander for driver identification — includes tag reader only.	\$65.34

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IOX-OUTPUTM	Input/output expander for GO devices to control a relay.	\$36.30
IOX-RS232D	Input/output expander for RS232 support — 3 pin Delphi connector.	\$50.82
IOX-RS232F	Input/output expander for RS232 support — female connector.	\$50.82
IOX-RS232M	Input/output expander for RS232 support — male connector.	\$50.82
IOX-USB	Input/output expander to allow two-way data transfer and charge external devices — uses female USB type-A connector.	\$50.82
PAC-LBLSAK	Standalone kit containing EO label and instructions. For use with the following harnesses SKUs that have shipped prior to Nov 30, 2023 (HRN-GS09K2, HRN-GS09K2-A, HRN-GS16k22, HRN-GS16K22-A, HRN-GR09K1, HRN-GR09K1-A, HRN-BD16S5), when paired with GO9, GO9B, GO9+, or GR9 only.	\$1.20
SPR-ALDLSHUNT	Shunt for GO7, or newer devices with short PIN.	\$1.32
SPR-INSTALLBAG	Mounting bracket and material for GO devices — includes two cable (zip) ties, two screws, and double-sided tape for installation purposes.	\$3.96
SPR-INSTALLBAG2	Mounting bracket and material for GO9+ devices. Includes two cable (zip) ties, two screws, and double-sided tape for installation purposes.	\$3.96
SPR-NFCBRACKET	Mounting bracket and holder for IOX-NFCREADER. Includes 2 screws and double-sided tape for the bracket for installation purposes.	\$3.30
SPR-NFCBRKTV2ASY	Mounting bracket used for front-mounting the IOX-NFCREADER to a windshield.	\$4.80
SPR-RELAYKIT	Driver ID relay kit. Requires a Geotab Authorized Installer or licensed automotive electrician or mechanic.	\$26.40
SHIPPING	Cost of standard shipping per order	\$15.00
<b>Citizen Insights Solution</b>		
MKT-FEE-CITIZENS1	Citizen Insights Monthly Fee (Population up to 50k)	\$487.50
MKT-FEE-CITIZENS2	Citizen Insights Monthly Fee (Population 50k - 100k)	\$920.83
MKT-FEE-CITIZENS3	Citizen Insights Monthly Fee (Population 100k - 500k)	\$1,570.83

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MKT-FEE-CITIZENS4	Citizen Insights Monthly Fee (Population 500k - 1m)	\$2,220.83
MKT-FEE-CITIZENS5	Citizen Insights Monthly Fee (Population >1m)	\$2,870.83
<b>Asset Tracking Solution with Installation Bundle</b>		
GO Anywhere Install Bundle Plan	GO Anywhere Asset Tracker, Monthly service plan for GO Anywhere Asset Tracker, standard installation, and training.	\$12.00
<b>Includes (1) of the following:</b>		
TB1-LTMATT	Geotab GO Anywhere (AT&T, USA, LTE CATM1, TAA Compliant, IP68 and IP69K) Asset Tracker	Included in bundle
TB1-LTMVZW	GO Anywhere device for real-time GPS fleet and asset tracking in the USA on the Verizon network using LTE Cat M1 technology.	Included in bundle
<b>Includes (1) of the following:</b>		
INS-ASSETWIRELESS	Installation of a Solar or Battery powered Asset Tracker. Trip fees up to 50 mi/km are included	Included in bundle
<b>Minimum 36-month commitment required, and a \$165 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Anywhere device includes a 12 month warranty.</b>		
<b>Asset Tracking Solution Self Install Bundle</b>		
GO Anywhere Bundle Plan	GO Anywhere Asset Tracker, Monthly service plan for GO Anywhere Asset Tracker, and training.	\$9.00
<b>Includes (1) of the following:</b>		
TB1-LTMATT	Geotab GO Anywhere (AT&T, USA, LTE CATM1, TAA Compliant, IP68 and IP69K) Asset Tracker	Included in bundle
TB1-LTMVZW	GO Anywhere device for real-time GPS fleet and asset tracking in the USA on the Verizon network using LTE Cat M1 technology.	Included in bundle
<b>Minimum 36-month commitment required, and a \$70 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Anywhere device includes a 12 month warranty.</b>		
<b>Asset Tracker Plus Solution with Installation Bundle</b>		
GO Anywhere Plus Install Bundle Plan	GO Anywhere Plus device, harness, standard installation, and GO Anywhere Plus Plan.	\$15.00
<b>Includes (1) of the following:</b>		

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TB2-LTE1ATT	GO Anywhere Plus (AT&T, USA, LTE CAT1) Asset Tracker	Included in bundle
TB2-LTE1ROG	GO Anywhere Plus (Rogers, Canada, LTE CAT1) Asset Tracker	Included in bundle
TB2-LTE1TEL	GO Anywhere Plus (Telus, Canada, LTE CAT1) Asset Tracker	Included in bundle
<b>Includes (1) of the following:</b>		
HRN-GA23WIRE	GO Anywhere Plus 3-Wire Power Harness	Included in bundle
HRN-GA2NATRL	GO Anywhere Plus Trailer Power Harness for Canada and USA	Included in bundle
HRN-GA2EXTPWR	GO Anywhere Plus External Power Harness	Included in bundle
HRN-GA2CARCIG	GO Anywhere Plus Car Cigarette Lighter Power Harness	Included in bundle
<b>Includes (1) of the following:</b>		
INS-ASSETWIRED	Installation of a hardwired Asset tracker. Trip fees up to 50 mi/km* are included.	Included in bundle
<b>Minimum 36-month commitment required, and a \$215 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Anywhere Plus device includes a 12 month warranty.</b>		
<b>Asset Tracker Plus Solution Self Install Bundle</b>		
GO Anywhere Plus Bundle Plan	GO Anywhere Plus device, harness, and GO Anywhere Plus Plan.	\$12.00
<b>Includes (1) of the following:</b>		
TB2-LTE1ATT	GO Anywhere Plus (AT&T, USA, LTE CAT1) Asset Tracker	Included in bundle
TB2-LTE1ROG	GO Anywhere Plus (Rogers, Canada, LTE CAT1) Asset Tracker	Included in bundle
TB2-LTE1TEL	GO Anywhere Plus (Telus, Canada, LTE CAT1) Asset Tracker	Included in bundle
<b>Includes (1) of the following:</b>		
HRN-GA23WIRE	GO Anywhere Plus 3-Wire Power Harness	Included in bundle
HRN-GA2NATRL	GO Anywhere Plus Trailer Power Harness for Canada and USA	Included in bundle

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HRN-GA2EXTPWR	GO Anywhere Plus External Power Harness	Included in bundle
HRN-GA2CARCIG	GO Anywhere Plus Car Cigarette Lighter Power Harness	Included in bundle
<b>Minimum 36-month commitment required, and a \$120 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Anywhere Plus device includes a 12 month warranty.</b>		
<b>Asset Tracker Plus Solution</b>		
GO Anywhere Plus Plan	GO Anywhere Plus Plan	\$8.50
TB2-LTE1ATT	GO Anywhere Plus (AT&T, USA, LTE CAT1) Asset Tracker	\$108.00
TB2-LTE1ROG	GO Anywhere Plus (Rogers, Canada, LTE CAT1) Asset Tracker	\$108.00
TB2-LTE1TEL	GO Anywhere Plus (Telus, Canada, LTE CAT1) Asset Tracker	\$108.00
HRN-GA23WIRE	GO Anywhere Plus 3-Wire Power Harness	\$36.00
HRN-GA2NATRL	GO Anywhere Plus Trailer Power Harness for Canada and USA	\$36.00
HRN-GA2EXTPWR	GO Anywhere Plus External Power Harness	\$36.00
HRN-GA2CARCIG	GO Anywhere Plus Car Cigarette Lighter Power Harness	\$36.00
<b>Asset Tracking Solution</b>		
ASSET TRACKER PLAN	Monthly service plan for Positioning Universal Asset Tracker	\$10.00
MKH-TT600LM0QGL	Positioning Universal Asset Tracker (no connector)	\$220.00
MKH-TT603LM0QGL	Positioning Universal Asset Tracker (with connector, CAN, RS232, BLE)	\$250.00
<b>ITS Altitude</b>		
ITS-FEE-ALTITUDE1	Altitude Insights Annual Fee (Population up to 100K)	\$30,000.00
ITS-FEE-ALTITUDE2	Altitude Insights Annual Fee (Population up to 100K - 500K)	\$60,000.00
ITS-FEE-ALTITUDE3	Altitude Insights Annual Fee (Population up to 500K - 1M)	\$102,000.00
ITS-FEE-ALTITUDE4	Altitude Insights Annual Fee (Population up to 1M-3M)	\$180,000.00

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ITS-FEE-ALTITUDE5	Altitude Insights Annual Fee (Population up to 3-5M)	\$240,000.00
ITS-FEE-ALTITUDE6	Altitude Insights Annual Fee (Population up to 5M-20M)	\$420,000.00
ITS-FEE-ALTITUDE7	Altitude Insights Annual Fee (Population up to 20M-40M)	\$630,000
ITS-FEE-ALTITUDE8	Altitude Insights Annual Fee (Population 40M+)	\$2,580,000.00
<b>Optimization and Routing</b>		
Routing and Optimization Plan	Geotab's Advanced Routing offers economic optimization for jobs between multiple drivers, factoring in elements like time windows, skills, preferred resources, efficiency, and resource cost. It also includes real-time dispatch and mobile capabilities, and will incorporate capacity, truck-safe routing and navigation, robust APIs, and in-depth reporting. Must be paired with GO Bundle Plan.	\$42.00

**Terms and Conditions**

1. Hardware (“**Bundled Devices**”) purchased will have no upfront cost, unless outlined in the table above, and will carry a monthly subscription fee, as outlined in the table above.
2. Service invoicing will commence on the earlier of (1) date of installation or (2) 60 days from the date of shipment.
3. Bundle Plans include only one of each hardware item listed in the table above. Geotab will invoice standard pricing to the State for any excess hardware that gets ordered.
4. Installation that is included in the bundle only includes a standard installation with up to 50 miles of trip fees included. Any no show fees, additional trip fees, or advanced installation costs would be billed separately.
5. Installation for the IOX-NFCREADER must take place at the same time as GO Device install or the INS-GOADV can be ordered at a later date with an upfront charge.
6. GO devices purchased as part of the Bundled Devices will include a limited lifetime warranty. All other hardware purchased under a bundled plan will include a standard warranty.
7. The Special Pricing to the State listed in the table above cannot be combined with any other discounted, promotional, or custom pricing offers.