

## Telematics Specific Terms of Use and Conditions

These terms of use and end-user service agreement (the "Telematics Terms") are between you ("you" or "Customer") and Safety Holdings Inc., together with its subsidiaries and affiliated companies (collectively, "SambaSafety") and apply to the telematics risk-management and data aggregation platform (the "Telematics Offering") provided by SambaSafety. You and/or the personnel associated with your business (collectively, "you" or "Customer") will be granted access to use the Telematics Offering for your internal business purposes, conditioned upon your acceptance of these Telematics Terms.

### Definitions

**"Interface"** means the Telematics Offering user interface or application programming interface.

**"Input Data"** means the data that is input into the Platform using the data integrations.

**"Output Data"** means the data made available to the customer from the Platform through the Interface.

**"Platform"** means the Telematics Offering, the databases that are part of the Telematics Offering, the data within the database, and the algorithms that form part of the Telematics Offering.

**"Telematics Offering"** means the aggregation of telematics, ELD, dashcam, tachometer, connected vehicle and statistic data for risk analytics and alerting.

### 1. Service

**1.1 General Description.** The Telematics Offering is designed to receive Input Data, process and report data and information as Output Data through the Interface.

**1.2 Third Party Communications Systems.** Some features of the Telematics Offering may require use of third-party communications systems, such as Internet access and/or wireless or satellite-based communication systems (each, a "Communications Service"). Customer alone is responsible for purchasing these Communication Services. SAMBASAFETY HAS NO RESPONSIBILITY FOR THE AVAILABILITY, QUALITY OR PERFORMANCE OF ANY COMMUNICATIONS SERVICE.

**1.3 Data Exchange and Third Party Interfaces.** The Telematics Offering may permit the communication, transfer and exchange of data between the Platform and telematics devices, systems, and other third-party manufactured devices or systems (collectively "Third-Party Assets"). SambaSafety does not exercise control over the form or quality of data generated or transmitted by or to third-party manufactured assets, devices or other third-party developed solutions such as custom reports or interfaces (collectively, "Third-Party Data"). Customer understands and agrees to the following: Data may only be exchanged between the Platform and Third-Party Assets approved by SambaSafety; SambaSafety's approval of a Third-Party Asset does not guarantee that it will operate properly with the Platform; SambaSafety is not responsible for the quality or accuracy of, or the ability to receive, access or use Third-Party Data that may be sent from or received by Third-Party Assets; SambaSafety may control all Third-Party Data transmitted to and from the Platform, and may stop or block any Third-Party Data that SambaSafety reasonably believes may adversely affect performance of the Platform. SambaSafety may take such preventative measures as it considers appropriate if SambaSafety has reasonable grounds to consider the Input Data or Third-Party Assets may pose a risk to the Platform.

### 2. Authorized Users and Use; Limitations

**2.1 Authorized Users.** You agree that the Platform will be accessed and used only by you and those personnel of yours whom you authorize to access and use the Telematics Offering ("Authorized User").

**2.2 Limitations on Use.** Transmission of information from Third-Party Assets may be subject to legal requirements that may vary from location to location. In the event that a Third-Party Asset is used at a location where (i) legal requirements are not satisfied or (ii) transmitting or processing of such information across multiple locations would not be legal, SambaSafety disclaims any and all liability related to such failure to comply and SambaSafety may discontinue the transmission of information from that Third-Party Asset to the Platform. You also understand and acknowledge that the Telematics Offering is not intended to be used for any emergency, safety or mission critical or safety related use or application or ultra-hazardous activities and you shall not use the Telematics Offering in that manner.

**3. Consent to Collect and Use Telematics Data.** You expressly consent and agree that SambaSafety may do the following with the data collected by Third-Party Assets:

- SambaSafety may transmit the telematics data to a server controlled by SambaSafety, its affiliates or its service providers.
- SambaSafety may share the telematics data with any of its affiliates or service providers.
- SambaSafety may use the telematics data to provide you with technical support, for analysis and continuous engineering or operational improvement, and to produce anonymized, aggregated statistics regarding the Telematics Offering.

**4. Minimum Monthly Fee.** Commencing on the Subscription Start Date and through the remainder of the Service Order Term, Customer agrees to minimally pay SambaSafety an amount equal the Monthly Minimum Number of Drivers as set forth in the Service Order pricing sheet above, multiplied by the monthly Subscription Price per Driver set forth above (the "Monthly Minimum Fee").

**5. Subscription Start Date and Customer Onboarding.** Customer agrees to provide their telematics login credentials and other requested information within 5 days following the Effective Date.