

TruckSpy Terms of Service
Last Updated: January 2021

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of TruckSpy products and services. The Customer, together with TruckSpy, are referred to as the “**Parties**”.

1. Definitions.

1.1 “**Account**” means the accounts Customer creates, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Applicable Law**” means any applicable law (whether civil, criminal or administrative) including, without limitation, common law, statute, statutory instrument, treaty, regulation, directive, decision, code, order, decree, injunction, resolution or judgment of any government, quasi-government, supranational, federal, state or local government, statutory or regulatory body, court, or agency.

1.4 “**Apps**” means software applications for smartphones and tablets distributed by TruckSpy through Google Play or through the Apple App Store.

1.5 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the TruckSpy Software strictly on its behalf.

1.6 “**Customer**” or “**you**” means the company or legal entity for which you are accepting these Terms, and Affiliates of that company or entity.

1.7 “**Customer Data**” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any TruckSpy Software.

1.8 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the TruckSpy website or otherwise made available to Customer by TruckSpy.

1.9 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.10 “**Hardware**” means the TruckSpy hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.11 “**Hosted Software**” means TruckSpy’s web-based software platform, including the interface accessed online at app.trucksy.io.

1.12 “**License Expiration Date**” means the later of (i) the license termination date specified in the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you (“**Initial Term**”), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).

1.13 “**Order Form**” means the quote describing the purchase of Hardware, Professional Services, or licenses to the TruckSpy Software.

1.14 **"Pre-Launch Offerings"** means any TruckSpy hardware and/or software offerings and related documentation and accessories that are not generally available to TruckSpy customers and that may be in the research, development, prototyping, and/or testing phase.

1.15 **"Products"** means the Hardware and Services.

1.16 **"Professional Services"** means the training, consulting, or other professional services that are provided by TruckSpy to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in TruckSpy's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.17 **"Refund"** means an amount refunded to the Customer pursuant to these Terms equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) the cost of purchased Hardware. For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.18 **"TruckSpy Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that TruckSpy develops or provides in connection with these Terms, and Support Services.

1.19 **"Services"** means the TruckSpy Software and Professional Services.

1.20 **"Support Services"** means the customer support services described at truckspy.io/support, and Documentation, but excluding any Professional Services.

2. **Agreement to Terms.** By (i) clicking a box indicating your acceptance of these Terms, (ii) executing an Order Form or other contract that references these Terms, (iii) purchasing Products or otherwise entering into an Order Form or other contract with TruckSpy, a TruckSpy reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or (iv) otherwise accessing and/or using the Products, whichever occurs first (such date, the "Effective Date"), you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is TruckSpy's Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with TruckSpy with respect to your purchase of Products or under which Products are made available to you, to the extent there is a conflict between such separate contract with TruckSpy and these Terms, such separate contract with TruckSpy shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, TruckSpy's Customer. You may not use the Products if you are a direct competitor of TruckSpy, as determined in the sole discretion TruckSpy, except with TruckSpy's prior written consent.

3. **Changes to Terms or Services.** TruckSpy may modify the Terms at any time, in its sole discretion. If TruckSpy does so, TruckSpy will inform you either by posting the modified Terms within the Services or through other communications with Customer. It's important that you review the Terms whenever TruckSpy modifies them because if you continue to use the Products after TruckSpy has posted modified Terms on the Services, you are indicating to TruckSpy that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Products.

4. **License.** Subject to the terms and conditions specified in these Terms or an applicable Order Form, TruckSpy grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the TruckSpy Software in accordance with the Documentation, until the License Expiration Date for the applicable Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at <https://truckspy.io/hosted-software-sla> are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of

Hardware that the Customer purchases is contingent upon Customer purchasing and maintaining a valid license to the TruckSpy Software.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without TruckSpy's express prior written consent: (i) resell, white label, or reproduce the TruckSpy Software or any individual element within the TruckSpy Software, TruckSpy's name, any TruckSpy trademark, logo or other proprietary information, or the layout and design of any part of the TruckSpy Software; (ii) access, tamper with, or use non-public areas of the TruckSpy Software, TruckSpy's computer systems, or the technical delivery systems of TruckSpy's providers; (iii) probe, scan or test the vulnerability of any TruckSpy system or network or breach any security or authentication; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by TruckSpy or any of TruckSpy's providers or any other third party (including another user) to protect the TruckSpy Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) unless permitted under Applicable Law, decipher, disassemble, decompile or reverse engineer any aspect of the TruckSpy Software, in whole or in part; (vii) hack into, disable, disrupt, or access without authorization any part of the Services; (viii) impersonate or misrepresent an affiliation with any person or entity; (ix) use or access the TruckSpy Software for any competitive purpose; (x) perform benchmark testing on the TruckSpy Software; (xi) violate any Applicable Law; or (xii) encourage or enable any other individual to do any of the foregoing. TruckSpy has the right to investigate violations of these Terms or conduct that affects the TruckSpy Software. TruckSpy may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify TruckSpy if Customer did not order the correct Hardware cables for Hardware installation.

7. Product Updates.

7.1 General. TruckSpy continuously improves the Products, and may from time to time (i) update the TruckSpy Software and cause Firmware updates to be automatically installed onto Customer TruckSpy Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. TruckSpy may change or discontinue all or any part of the Products, at any time and without notice, at TruckSpy's sole discretion. If TruckSpy discontinues supporting the Products or Services you have ordered in accordance with these Terms without replacing them with an updated version or newer model, Customer may request compensation. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, TruckSpy may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to provide all feedback reasonably requested by TruckSpy regarding such Pre-Launch Offerings and agrees that TruckSpy shall have all right title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to TruckSpy related to the Pre-Launch Offering. Customer hereby irrevocably transfers and assigns to TruckSpy all right, title, and interest it may have in such Feedback, and TruckSpy hereby accepts such transfer; (ii) Customer agrees to assume all risk, and waive and release TruckSpy from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (iii) Customer agrees to, without limitation as to amount,

defend, indemnify, and hold harmless TruckSpy from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

8. Payment, Shipping, and Delivery. The payment and billing terms are set forth in the applicable Order Form. TruckSpy may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, and Customer shall reimburse TruckSpy for any taxes paid or payable on behalf of Customer. All shipments are EXW, freight pre-paid and added to the Customer's invoice.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the TruckSpy Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the TruckSpy Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify TruckSpy and de-activate such Account or change the Account's login information. Authorized Users may only use the TruckSpy Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the TruckSpy Software. As between the Parties, Customer has and will retain all ownership interest in Customer Data. Customer hereby grants to TruckSpy a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. TruckSpy will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. TruckSpy will not disclose Customer Data without Customer consent, except when the disclosure of such data is compelled by law or permitted herein, and TruckSpy's use of Customer Data in accordance with the license granted in this Section 10.1 to operate and provide the Services shall not constitute a "disclosure" of Customer Data. TruckSpy may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the TruckSpy Software (i) in order to provide the TruckSpy Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products. Such use shall survive the termination of these Terms, unless legally prohibited. Customer may export Customer Data at any time through the export features in the TruckSpy dashboard or via the TruckSpy API. Customer acknowledges that some information may not be exportable via the TruckSpy dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Automatic Data Deletion. Customer Data will be automatically deleted based upon TruckSpy's data retention policy at <https://truckspy.io/data-retention>.

10.3 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for TruckSpy to collect, use, and share Customer Data in accordance with these Terms, (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights, and

(iii) no Customer Data will (A) violate Applicable Law, (B) be obscene, defamatory, harassing, offensive or indecent, or (C) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TRUCKSPY AND, IF RELEVANT, ITS VENDORS AND SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.3.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. TruckSpy Confidential Information includes information related to any Products, including the pricing thereof, customers, and any data or information that TruckSpy provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to TruckSpy for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 TruckSpy Software. TruckSpy and its licensors exclusively own all right, title and interest in and to the TruckSpy Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the TruckSpy Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer acknowledges and agrees that the TruckSpy Software is licensed, not sold, and TruckSpy has and shall retain all ownership interest in the TruckSpy Software; further, the Parties agree that any reference to "purchase" or "sale" with respect to the TruckSpy Software shall be deemed to mean "license". No ownership rights are being conveyed to Customer under these Terms. Customer shall and hereby does irrevocably transfer and assign to TruckSpy all right, title, and interest it may have in the TruckSpy Software to TruckSpy and TruckSpy hereby accepts such transfer. Except for the express rights granted herein, TruckSpy does not grant any other licenses or access rights, whether express or implied, to any other TruckSpy software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but TruckSpy or its licensors retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer acknowledges and agrees that the Firmware is licensed, not sold, and TruckSpy and/or its licensors have and shall retain all ownership interest in the Firmware; further, the Parties agree that any reference to “purchase” or “sale” with respect to the Firmware or hardware containing the Firmware shall be deemed to mean “license” with respect to the Firmware. TruckSpy and/or its licensors reserve all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of TruckSpy and its licensors.

13. Data Usage. TruckSpy reserves the right to impose reasonable data caps.

14. Links to and Integrations with Third Party Products or Services. The Products may contain links to and/or integrate with third party websites, resources, products and/or services. TRUCKSPY PROVIDES THESE LINKS AND INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. TruckSpy is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

15. Publicity. Customer hereby grants TruckSpy permission to use the Customer name and logo on TruckSpy’s website, customer lists, and marketing materials to list Customer as a customer. However, TruckSpy will not use Customer’s name, trademarks, or logos in any other way without Customer’s prior consent.

16. Term. The term of these Terms begins upon the Effective Date and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Unless you notify TruckSpy in writing of your intent to cancel the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, TruckSpy may renew your license term, effective on the License Expiration Date, for additional 30 day period (or, in TruckSpy’s discretion, shorter periods to align license expiration dates across multiple active orders) (each such period a “Renewal Term”) at any time up to thirty (30) days after the License Expiration Date. Subject to TruckSpy’s renewal rights set forth in the foregoing sentence, you and TruckSpy may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If TruckSpy renews your license term as described in the first sentence of this paragraph, license pricing for each Renewal Term will not exceed the license price for the immediately preceding license period on a prorated basis (i.e., the Initial Term or immediately preceding Renewal Term, as applicable) plus 5% per year from the original purchase date, and your payment method and terms will remain the same as indicated on the applicable Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). Please email support@truckspy.io for any questions regarding automatic renewal.

16.2 Termination. TruckSpy may terminate your access to and use of the Products, at its sole discretion, at any time upon notice to you.

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 8 (Payment, Shipping, and

Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to TruckSpy's data retention and backup policies, TruckSpy shall delete and remove any Customer Data on the Hosted Software.

17. Indemnity.

17.1 Indemnity by TruckSpy. TruckSpy will defend, at its expense, any action brought against Customer to the extent that it is based upon a claim that Customer's use of the Services infringes a third party's registered copyright or US patent (a "Claim") and will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of such a Claim.

17.2 Indemnification Procedure. Customer shall provide TruckSpy prompt written notice of such a Claim and provide TruckSpy information, reasonable assistance, and sole authority to defend or settle the Claim. TruckSpy shall not enter into any settlement of a Claim admitting liability or incurring obligations on behalf of Customer, without Customer's prior written consent.

17.3 Modification. If any part of the Services becomes, or in TruckSpy's opinion is likely to become, the subject of an infringement claim, TruckSpy may (a) modify the Services to make them non-infringing, (b) secure for Customer the right to continue using the Services, or (c) if in the sole opinion of TruckSpy, neither (a) nor (b) is reasonably possible, terminate Customer's right to use the Services and provide Customer with a refund of any amounts prepaid by Customer for use of the Services after the effective date of such termination.

17.4 Sole and Exclusive Remedy. This Section 17 states the sole remedy of Customer and exclusive liability of TruckSpy with respect to infringement of third-party intellectual property rights under this Agreement.

18. Warranty Disclaimers. THE SERVICES AND HARDWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, TRUCKSPY EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TruckSpy makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. TruckSpy makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

19. Limitation of Liability.

- a. No Consequential Damages. NEITHER TRUCKSPY NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- b. Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO TRUCKSPY HEREUNDER DURING THE TWELVE (12)

MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO TRUCKSPY (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

- c. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TRUCKSPY AND CUSTOMER.
- d. Software Usage. The Products are provided for guidance and assistance only and are not a substitute for the professional judgement of the Customer and its personnel. Customer agrees to abide by all laws while using TruckSpy products.

20. Dispute Resolution. Any dispute arising from or relating to the subject matter of these Terms that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally settled by arbitration in Tarrant County, Texas, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.

21. Governing Law. These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Products will be the state and federal courts located in Tarrant County, Texas, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

- a. Miscellaneous. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between TruckSpy and you regarding the Products, and these Terms supersede and replace any and all prior oral or written understandings or agreements between TruckSpy and you regarding the Products. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form control over these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without TruckSpy’s prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be void. TruckSpy may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by TruckSpy under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to TruckSpy’s website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- b. Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others

which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by TruckSpy. To report any potential misuse or violation, please email support@truckspy.io

- c. Force Majeure. TruckSpy is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond TruckSpy's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.
- d. Contact Information. If you have any questions about these Terms or the Products, please contact TruckSpy at support@truckspy.io or by mail at 3023 S University Dr STE 128, Ft Worth TX 76109.