

Unless superseded by a signed master or supply agreement between you (“**Customer**”) and CalAmp, these terms and conditions together with the Order Form comprise the Agreement between Customer and CalAmp Wireless Networks Corporation for the purchase and subscriptions of the Offerings and govern Customer’s access to and use of the Offerings. These terms and conditions are incorporated into and made part of the Order Form, (collectively, the “**Agreement**”).

1. Definitions

- (a) **Application Services** shall mean cloud-based and device-enabled software application(s), platforms, application programming interfaces, web or mobile application(s), including networks, systems, products, or data of CalAmp, its providers and its partners or any third party identified in the Order Form.
- (b) **Authorized End User** shall mean any individual employees, agents, representatives, or contractors who are authorized to use the Application Service by Customer and have been supplied user identifications and passwords by Customer or on Customer's behalf.
- (c) **CalAmp Software** shall mean the Application Services and Licensed Technology and any improvements, modifications, patches, updates, and upgrades thereto that CalAmp develops or provides in connection with this Agreement.
- (d) **Customer Data** shall mean all Customer’s information and data captured by Customer’s use of Offerings.
- (e) **Defect** shall mean a material defect caused by defective material or workmanship resulting in a failure of the Hardware to substantially conform to the specifications provided in Documentation.
- (f) **Documentation** shall mean the user and/or technical manuals and documentation that describe the use or technical features of the applicable Offerings and other products or services provided under this Agreement.
- (g) **Eligible Organization** means a Customer that is a State or local government unit, educational service district, or community action agency.
- (h) **Hardware** shall mean CalAmp’s tracking and reporting device, including ancillary accessories and other equipment that interfaces with the Application Services as identified in the Order Form.
- (i) **Intellectual Property** means all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets and all other proprietary rights belonging to a party in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations, translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.
- (j) **Licensed Technology** shall mean software and firmware embedded within the Hardware excluding Application Services including Edge Application Development Platform that may be embedded in the Hardware.
- (k) **Third-Party Solutions** shall mean any third-party device, equipment, web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, hardware, or software functionality that is provided by Customer or a third-party and that interoperates and/or exchanges data with Offerings.
- (l) **Offerings** shall mean CalAmp’s Hardware and Software as specified in the Order Form.
- (m) **Order Form** shall mean a written contractual document under this Agreement, including a CalAmp authorized sales quote or statement of work signed by Customer for the purpose of purchasing the Offerings or Professional Services.
- (n) **Professional Services** shall mean professional, consulting, and related services provided by CalAmp to Customer as purchased under an Order Form or a statement of work.
- (o) “**Service Level Agreement**” or “**SLA**” means the CalAmp’s SLA set forth at <https://www.calamp.com/company/legal/>.
- (p) **Subscription Term** shall have the meaning set forth in the Order Form.
- (q) **Warranty Period** shall have the meaning set forth in **Section 10(a)**.

2. Order Form. Customer may order one or more Offerings or Professional Services from CalAmp pursuant to an Order Form. All Order Forms are subject to and governed by the provisions of this Agreement which are deemed incorporated therein by reference. All Order Forms are binding and are not subject to cancellation by Customer.

3. Grant of Rights.

- (a) **CalAmp License Grant.**
 - (i) Subject to the terms and conditions of this Agreement, CalAmp hereby grants Customer a limited non-exclusive, non-transferable, non-sublicensable, revocable right and license and to permit Authorized End Users, to access and use the features and functions of the Application Services and Licensed Technology during the Subscription Term. Such use shall be limited to use of the Application Services for the benefit of, or in relation to, the operation of Customer’s business. For purpose of this license grant, “Customer” shall include any outsourced or other third-party consultants or similar personnel supporting Customer as part of its typical business practices, acting under Customer’s direction and for whom Customer is fully responsible hereunder.
 - (ii) The grants of rights in this Section (i) continue for the duration of the Subscription Term or perpetually if no Subscription Term is applicable or identified in the Order Form and (ii) are subject to additional rights and restrictions in this Agreement including Attachment A, “Specific Terms of use” at <https://www.calamp.com/company/legal/>.
- (b) **Restrictions.** Except as expressly permitted under this Agreement, Customer shall not and shall cause its Authorized End Users (to the extent applicable) to not directly or indirectly:
 - (i) authorize or permit use of the Offerings by third parties.
 - (ii) with respect to the CalAmp Software, modify, translate, reverse engineer, decompile, disassemble, or in any manner decode any object code in order to derive, obtain or perceive the source code.
 - (iii) copy, reproduce or create derivative works of the Offerings.
 - (iv) assign, sell, lease, license, transfer, encumber or pledge as security, permit liens against or otherwise convey any rights therein with respect to the Offerings.
 - (v) permit use of the Offerings for the development of new, or the modification of existing products or services, whether offered by Customer or a third-party
 - (vi) permit use of the Offerings for the benefit of any third parties (e.g., in a time share, service bureau or outsourcing relationship) or use other than in the intended manner and
 - (vii) use, duplicate or disclose any technical data or other information pertaining to the Offerings for any purposes.
- (c) **Trials, Evaluations and Pilots.** Offerings acquired under a trial, evaluation, pilot, or beta program are licensed for internal evaluation and testing purposes only and not for commercial use. Any access to the Offerings for purposes of trials, evaluations, pilot, or beta program shall be documented in the Order Form and/or the Documentation. Any such use is at Customer's own risk, and the Offerings do not qualify for maintenance and support services. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, pilot, or beta license, Customer may lose any Customer Data and customizations made during the trial or pilot term.

- (d) The Offerings may contain certain embedded applications licensed to CalAmp. The right to access and use the embedded applications granted hereunder shall be subject to any underlying license to CalAmp from the third-party licensor of the applicable embedded application, including any open-source license terms with respect to open-source code.

4. Intellectual Property Rights

- (a) **CalAmp Intellectual Property Rights.** CalAmp reserves for itself and without restriction all rights not expressly granted herein to Customer. Without limiting the foregoing, except as specifically set forth in this Agreement, CalAmp or its third-party licensors or vendors own all Intellectual Property right, title, and interest in and to the Offerings, including all improvements, modifications, and derivative works thereto. Customer neither owns nor acquires any rights in or to any of the foregoing except the limited rights of use expressly granted in this Agreement.
- (b) **Customer Intellectual Property Rights.** Except as expressly set forth herein, Customer owns all rights, title, and interest in and to Customer Data. Customer grants CalAmp a non-exclusive, royalty-free right and license to use the Customer Data. 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 third parties necessary for CalAmp to collect, use, and share Customer Data in accordance with these terms (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to CalAmp and its receipt and use of the Offerings. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CALAMP AND, IF RELEVANT, ITS 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 CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM CUSTOMER'S BREACH OF THIS SECTION.
- (c) **CalAmp Aggregated Data.** Customer acknowledges and agrees that CalAmp, and those acting on its behalf, may monitor, collect, use, and store Customer Data in an aggregated and anonymous manner ("**Aggregated Data**") to compile statistical and performance information related to the provision and operation of the Offerings. As between CalAmp and Customer, all rights, title and interest in the Aggregated Data and all Intellectual Property rights therein, belong to and are retained solely by CalAmp. Customer acknowledges that CalAmp will be compiling Aggregated Data based on Customer Data input into or collected by the Offerings and Customer agrees that CalAmp may (a) make such Aggregated Data publicly available, and (b) use such information to the extent and in a manner permitted by applicable law or regulation, including, without limitation for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information or any Customer Data on a disaggregated basis.

5. Performance; Third Party Solutions.

- (a) **Performance.** CalAmp may utilize agents and independent subcontractors in the performance of this Agreement.
- (b) **Third Party Solutions.** Offerings may contain links to or can integrate or interoperate with, import, or export data to or from, provide access to, or be accessed by Third Party Solutions (collectively, "**Integrations**"). If Customer opts to use any Integrations, including but not limited to with respect to the exchange of data between the Offerings and Third Party Solutions, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Integrations and the content, functionality, or availability of any Third Party Solutions, including waiving and releasing CalAmp from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless CalAmp from any third-party claims directly or indirectly arising from or related to Customer's use of any Integrations. CALAMP PROVIDES INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

6. Hardware Lease/Purchase and Installation.

- (a) **Hardware Lease.** If Customer elects to lease the Hardware, the following terms shall apply, CalAmp is the sole owner and titleholder to the Hardware as applicable, including all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title, or interest in the Hardware, except the right to possession and use as provided in this Agreement. Hardware may consist of new or refurbished parts. Customer will keep the Hardware free and clear of all liens, encumbrances, and security interests, and agrees that CalAmp may file UCC financing statements that include the serial number of the Hardware and other equipment. Customer will use the Hardware in accordance with CalAmp's instructions for use and is responsible for any loss, damage or destruction to the Hardware, reasonable wear and tear excepted.
- (b) **Hardware Transfer of Title.** If Customer elects to purchase the Hardware, title to the Hardware or the applicable Third-Party Solutions, and risk of loss or damage will pass to Customer when CalAmp delivers the Hardware or the applicable Third-Party Solutions to the shipping carrier. CalAmp's title and rights to the embedded Licensed Technology and all associated intellectual property rights therein remain with CalAmp and do not transfer to Customer. Unless provided in an Order Form or otherwise agreed in writing, CalAmp will deliver the Hardware and the applicable Third-Party Solutions freight prepaid by CalAmp and billable to Customer.
- (c) **Hardware Installation.** Unless otherwise set forth in an Order Form, Customer shall be solely responsible for (i) installation of the Hardware and ongoing maintenance of any vehicle, asset, or equipment on which Hardware is installed; and (ii) integration of the Hardware with any other hardware and software applications not purchased from CalAmp, any such integration being at Customer's sole risk and cost. If installation is purchased from CalAmp, it will be performed by CalAmp's authorized contractor subject to Customer's compliance with CalAmp's installation process.

7. Support Services and Updates.

- (a) **Support Services.** Support Services are available at: Email: solutionsupport@calamp.com, Monday to Friday 8:00AM to 5:00PM EST. Customer consents to the recording of calls for quality assurance and training.
- (b) **Updates.** Updates and upgrades to the CalAmp Software will be made available when offered to CalAmp's entire subscriber base. Licensed Technology updates or upgrades will be installed by "over the air programming" ("**OTAP**"). Data network usage for OTAP may exceed the data network communication rate plan selected by Customer and Customer is responsible for any "**Overage Fees.**" Customer agrees to maintain its systems to be compatible with the CalAmp customer-supported browsers, configuration, and other system requirements.

8. Fees Payment and Credit.

- (a) **Fees and Expenses.** The fees and charges for the Offerings are set forth in the Order Form. To the fullest extent permitted by law, fees paid are non-refundable.
- (b) **Invoices.** Unless otherwise specified in the Order Form, invoices shall be submitted to Customer at time of shipment. Additionally, and if applicable, invoices for Application Services shall be submitted fourteen (14) days after shipment. Thereafter, invoices shall be submitted on the anniversary date of each Subscription Term. All payments shall be made via credit card or Electronic Funds Transfer within thirty (30) days from date of invoice.
- (c) **Late Charges.** Customer agrees to pay within the terms of sale as stated herein or on any invoice. CalAmp reserves the right to charge a late payment charge calculated daily as a percentage of the unpaid invoice balance from the date due, at the rate of one and one-half percent

(1½%) (or the highest rate permitted by law, if less). Additionally, CalAmp reserves the right to suspend Application Services and performance of its obligations under this Agreement for any period during which any fees are overdue. Overdue fees or amounts are subject to interest.

- (d) **Taxes.** All prices and rates on an Order Form, or for any additional charges due or for services to be provided, do not include present and future personal property, sales, use, excise, GST, Universal Service Charge, value-added, franchise, license, gross receipts or other foreign, federal, state or local fees, taxes, duties or similar taxes or charges, which shall be paid by Customer (except for taxes based on the net income of CalAmp). If applicable, Customer may provide CalAmp with a tax exemption certificate annually that is acceptable to applicable taxing authorities. In the event Customer fails to pay such taxes or fees, CalAmp may, in its absolute sole discretion and without accepting any liability to do so, pay such taxes or fees on Customer's behalf and, in such event, Customer hereby authorizes CalAmp to pay any such taxes or fees on Customer's behalf, and Customer agrees to reimburse CalAmp promptly upon demand for the amount of any taxes, fees and charges that CalAmp pays on Customer's behalf. Customer will indemnify and hold CalAmp harmless from all claims, liability and expense arising from Customer's failure to pay any such taxes, including interest, penalties, and similar fees. taxes associated with the communication network are included in the Order Form but increases in taxes from the wireless telecommunications service provider during the Subscription Term may be passed on and charged to Customer.
- (e) **Disputed Charges.** If Customer in good faith disputes any invoice charges, and provided Customer is not then in default on any of its obligations under this Agreement, Customer may withhold payment of such disputed charge for not more than sixty (60) days from the invoice date, provided within thirty (30) days of receipt of such invoice, Customer has (i) delivered to CalAmp in writing a detailed statement of the exact basis of each disputed amount and (ii) paid all undisputed amounts. Thereafter, Customer will fully cooperate and use all reasonable efforts to promptly resolve the dispute. Customer's failure to provide such required notice within such thirty (30) day period constitutes a waiver of the right to dispute such charges. Customer's right to withhold payment does not apply to any amounts paid pursuant to an Electronic Funds Transfer Authorization.

9. Term and Termination.

- (a) **Term.** The term of this Agreement begins upon the date on which Customer accepts this Agreement by clicking the box indicating Customer's acceptance, by executing an Order Form or other contract that references this Agreement, by purchasing the Offerings or otherwise entering into an Order Form or other contract with CalAmp, or by otherwise accessing and/or using the Offerings, whichever is the earliest, and shall continue until (i) the Subscription Term expires for the last active Order Form or other contract Customer entered into for the purchase of Offerings or under which Offerings are made available to Customer, (ii) Customer is no longer authorized to access and/or use the Offerings, or (iii) this Agreement is otherwise terminated earlier as provided hereunder, whichever is earliest.
- (b) **Subscription Term.** The Subscription Term may not be terminated except as provided under this Agreement. The Subscription Term for each Order Form shall automatically renew for successive 12-month periods unless Customer provides written notice of non-renewal to CalAmp at least ninety (90) days prior to the scheduled expiration of the then current Subscription Term. The renewal fee for each Order Form shall be at the most recent fee paid by Customer under the applicable Order Form. Notwithstanding the foregoing, CalAmp reserves the right to change the renewal fees based on product improvements and/or related cost increases.
- (c) **Termination.**
 - (i) CalAmp may terminate this Agreement or any Order Form or Offerings upon written notice if Customer breaches any of its payment obligations under this Agreement or applicable Order Form or fails to have installation performed promptly following delivery of the Hardware and fails to cure such breach within five (5) days of written notice thereof.
 - (ii) Either party may terminate this Agreement or any Order Form or Offerings hereunder upon written notice if the other party: (1) materially breaches this Agreement or the applicable Order Form and fails to cure such breach within thirty (30) days following receipt of written notice of such breach; (2) becomes insolvent, files a petition in bankruptcy or becomes subject to a petition in bankruptcy filed against it that is not dismissed within thirty (30) days of its filing; (3) is placed under the control of a receiver, liquidator or committee of creditors; or (4) dissolves, ceases to function as a going concern, makes or attempts a general assignment for the benefit of creditors, or otherwise fails to conduct its business in the normal course.
- (d) **Effect of Termination.** Upon termination of an Order Form, this Agreement shall continue in full force and effect for all remaining Order Forms for the remainder of the Subscription Term of such remaining Order Forms. Upon termination or expiration of this Agreement, all Order Forms not previously terminated shall automatically terminate. Termination or expiration of the Agreement shall be without prejudice to any other rights or remedies of the parties. Upon termination or expiration of the Agreement or any Order Form:
 - (i) Customer agrees to pay all amounts accrued and which subsequently accrue or otherwise become due and owing to CalAmp for all Offerings and Professional Services
 - (ii) the rights and license granted to Customer under this Agreement shall be suspended terminate immediately with respect to the Application Services; however, shall continue with respect to the Licensed Technology to the extent Customer retains title to the Hardware. Customer acknowledges and agrees that its continued license and use rights of the Licensed Technology as set forth herein is provided "as is" and CalAmp has no liability or responsibility for the operation, support, maintenance, updates, upgrades, or customer support for the Hardware, including the embedded Licensed Technology.
 - (iii) if Customer leases Hardware from CalAmp, Customer, at its expense, shall return the Hardware in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as CalAmp may specify.
 - (iv) Termination of this Agreement for any reason does not affect the rights and obligations of either party arising prior to termination, including the right to injunctive relief.

10. Eligible Organization.

- (a) **Non-Appropriation.** This provision applies only to Eligible Organizations. The terms of this Agreement and any Order Form for multiple years under this Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any Order Form or other document, Eligible Organization may terminate its obligations under this Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. Eligible Organization shall provide ninety (90) days' notice, if possible, of its intent to terminate this Agreement for non-appropriation. The Eligible Organization shall send to CalAmp notice of its governing body's decision not to appropriate funds for the Offerings for the subsequent fiscal year. Such termination shall relieve the Eligible Organization from any responsibility or liability for the payment of any future Offerings. However, all outstanding invoices from CalAmp will be paid by the Eligible Organization.
- (b) **Additional Hardware Unit Pricing.** Should an Eligible Organization require additional Hardware units to be added during the Subscription Term, the pricing calculation for such add-ons shall be based on the contracted price multiplied by the percentage of the number of months expired since the effective date of the then Subscription Term as follows:

Months Expired	Percentage Multiplier to Contracted Price
0-6	1.00
7-26	1.19

Months Expired	Percentage Multiplier to Contracted Price
27-36	1.51
37-48	1.76
49+	2.00

The subscription term for the additional Hardware units will be coterminous to the original Subscription Term and subject to the terms of this Agreement.

11. Hardware and Warranty.

- (a) **Hardware Limited Warranty.** Unless otherwise specified in an Order Form, the Warranty Period for Hardware purchases shall be twelve (12) months from the date of shipment and in accordance with the Documentation. Notwithstanding the foregoing, the Warranty Period for Hardware leases/subscription shall be the duration of the Subscription Term.
- (b) **Service Level Agreement.** To the extent applicable to Customer's license of the Application Services, the SLA sets forth Customer's sole remedies for availability or quality of the Application Services including any failure to meet any guarantee set forth in the SLA.
- (c) **Extended Warranty.** Extended warranty is available and includes 2% onsite spares with spare replacement within five (5) business days from date of RMA process.
- (d) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OFFERINGS, THIRD PARTY SOLUTIONS, AND PROFESSIONAL SERVICES, OR ANY OTHER SOFTWARE, CONTENT, DATA, MATERIALS, SERVICES AND/OR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CALAMP 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. CalAmp makes no warranty that the Offerings will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. CalAmp makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the CalAmp Hardware warranty and RMA Process, please visit <https://www.calamp.com/company/legal/>.

12. Indemnity; Limitation of Liability.

- (a) **CalAmp Indemnity.** CalAmp will indemnify, defend, and hold Customer harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against Customer by any third-party based on or arising out of allegations that Customer's use of Offerings in accordance with the terms of this Agreement infringes any third-party Intellectual Property rights ("**Claims**"). CalAmp's foregoing obligation shall not extend to claims based on (i) unauthorized modification or use of Hardware or Offerings made by Customer or any third-party; (ii) the combination of Hardware with items not supplied by CalAmp or approved for use with such Hardware by CalAmp in Documentation to the extent such Claim would not have arisen but for the combination; or (iii) open-source software components. As a condition to CalAmp's indemnity obligation Customer shall give CalAmp prompt notice of any Claim, grant CalAmp sole control of the defense and/or settlement of any Claim (provided that CalAmp shall not enter into any settlement that admits liability on behalf of Customer or imposes any obligations on Customer other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder without the prior written consent of Customer) and provide reasonable assistance as requested by CalAmp at CalAmp's sole expense. If Offerings associated therewith become, or in CalAmp's opinion may become, subject to a Claim or Customer's use thereof may be otherwise enjoined, CalAmp may, at its option, either: (a) procure for Customer the right to continue using such Offerings associated therewith; (b) replace or modify the Offering, so that it is non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any fees prepaid for the unexpired Subscription Term, if any, upon the return to CalAmp of any Hardware remaining in Customer's possession. To the extent permitted by applicable law, this Section sets forth CalAmp's entire liability and Customer's exclusive remedy for alleged infringement.
- (b) **Limitations of Liability.** IN NO EVENT SHALL CALAMP'S AGGREGATED LIABILITY TO CUSTOMER OR ANY THIRD-PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CALAMP UNDER THIS AGREEMENT OVER THE PRIOR 12 MONTHS. CALAMP SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR CONSEQUENTIAL, INCIDENTAL, GENERAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO CUSTOMER'S VEHICLES OR ASSETS OR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF CALAMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action shall be brought for any breach of this Agreement more than one year after accrual of such cause of action except by CalAmp for money due on an open account. Certain of the above limitations may not apply in some states. To the extent that any such limitations are precluded in a given state, such preclusion shall not affect any other limitations not so prohibited or precluded.

- 13. Confidential Information.** Each party agrees to treat Confidential Information of the other party as it would treat its own confidential information, but in no event shall a party employ less than a reasonable degree of care in protecting the other party's Confidential Information. Each party agrees to use the other party's Confidential Information only for carrying out its obligations under this Agreement and not to disclose the other party's Confidential Information without the other party's prior written consent or as specified in this Agreement. This Section does not apply to Confidential Information which either party is required to disclose by any applicable Law or legally binding order of any court, or by a lawful requirement of any government or regulatory department, body, instrumentality, ministry, agency, recognized stock exchange or other authority which has jurisdiction over either party; provided, that the receiving party shall promptly notify the disclosing party prior to disclosure in order to provide disclosing party with a reasonable opportunity to protect its Confidential Information by protective order or other means.

14. Security; Privacy; Data Processing Addendum and Compliance.

- (a) **Security.** Customer agrees and understands that it is responsible for maintaining the confidentiality of passwords associated with any account it uses to access the Offerings. Accordingly, Customer agrees that it will be solely responsible to CalAmp for all activities that occur under its account. If Customer becomes aware of any unauthorized use of its password or of its account, it agrees to notify CalAmp immediately at +1 (866) 485-1257 option 3 or +1(866) 796-6842.
- (b) **Privacy.** Customer may give CalAmp personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for CalAmp's performance of the Offerings and if CalAmp expressly agrees to such access. CalAmp will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that CalAmp's published security and privacy at <https://www.calamp.com/privacy-policy/> meets all applicable legal requirements for protection of Customer Data and (ii) upload or share Customer Data through Application Services only when it is legal to do so. CalAmp is not responsible for reviewing Customer Data to ensure compliance with applicable laws and regulations.
- (c) **Data Processing Addendum.** CalAmp will process personal data according to the terms of the Data Processing Addendum available at <https://www.calamp.com/company/legal/>.

- (d) **Compliance.** Each party shall cooperate fully to enable the other party to fulfill its obligations under applicable laws and regulations regarding the protection of personal data and to review and adopt requirements imposed on Controllers and Processors by the GDPR, if applicable. In the performance of its obligations under the Agreement, CalAmp shall comply with the applicable relevant legislation and regulations with regards to the protection of personal data relating to the Customer. CalAmp shall process the personal data relating to the Customer exclusively for the Customer's benefit, to the extent necessary for the fulfillment of its obligations under the Agreement. CalAmp shall take appropriate technical and organizational measures to protect the personal data relating to the Customer against unauthorized or unlawful processing.
- 15. Use Of Web Application.** CalAmp maintains a web application that Customer may access in connection with the Offerings Customer purchases from CalAmp or CalAmp's authorized agents. Customer agrees that Customer will not use or attempt to use this web application for any purpose: 1) that is any way unlawful or prohibited, 2) that transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited e-mail or unsolicited commercial communications, 3) that transmits any viruses, 4) that interferes with CalAmp's network services; 5) that attempts to gain unauthorized access to CalAmp's network services, or 6) that impairs or limits CalAmp's ability to operate this web application or any other person's ability to access or use the web application. Customer agrees that Customer will only access or use information related to Customer in accordance with the Offerings Customer purchases, and not for any illegal purposes. Customer agrees that Customer will access this web application at Customer's own risk. CalAmp reserves the right to modify this web application at any time without Customer's consent. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEB APPLICATION, SERVER, AND THE INTERNET GENERALLY. CUSTOMER UNDERSTANDS AND AGREES THAT CALAMP WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM, OR IN ANY WAY CONNECTED TO, CUSTOMER'S ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THE WEB APPLICATION OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE WEB APPLICATION. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION SHALL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.
- 16. Governing Law and Dispute Resolution.**
- (a) **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California, United States, without regard to conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any printed or electronic form or copy of this Agreement is admissible in any judicial or administrative proceedings to the same extent as other business documents and records.
- (b) **Dispute Resolution.** Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to this Agreement or Customer's use of the Offerings will be the state and federal courts located in Orange County, California, United States, and both parties' consent to the jurisdiction of such courts with respect to any such actions.
- 17. General.**
- (a) **Force Majeure.** Notwithstanding any other provision of this Agreement, neither party shall be deemed in default of this Agreement for delay, failure in performance, loss, or damage due to any of the following force majeure events: fire, strike, embargo, explosion, interruptions, or irregularities in power or connectivity, earthquake, nuclear accident, terrorism, volcanic action, flood, war, epidemic or pandemic, water, the elements, labor disputes, civil disturbances, the requirements of any government, civil or military authority, acts of God or public enemy, inability to obtain or secure products or transportation facilities, acts or omissions of common carriers or other causes beyond a party's reasonable control, whether or not similar to the foregoing.
- (b) **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, provided that consent shall not be required in conjunction with the merger, transfer or sale of a majority of a party's outstanding voting capital stock or substantially all of its assets, or other transaction effecting a change of control, nor is consent required for CalAmp's sale or assignment of accounts receivable or subcontracting any of its performance obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.
- (c) **Compliance with Laws.** Customer agrees that with respect to the Offerings, Customer's use (including the handling and disposal of Hardware subsequently uninstalled from a vehicle) will comply with all applicable laws, statutes, regulations, ordinances, and rules of governmental authority, and to hold CalAmp harmless from liability or loss by reason of any asserted or established violation of said laws, statutes, regulations, ordinances or rules by Customer or anyone Customer authorizes to use a vehicle equipped with the Offerings. CalAmp is not liable for any claims or damages that may arise out of the fact that GPS and/or starter disablement technologies are not permitted, or used in compliance with applicable law, in a particular jurisdiction. Customer will not directly or indirectly export, re-export or transmit in violation of any export laws, rules or regulations of Canada or the United States. Where applicable, Customer will advise its authorized drivers, employees, and contractors that vehicles are tracked and detailed operating information is collected, stored, and reported. If Customer has authorized a third-party to receive data and information from CalAmp related to Customer's account, including data pertaining to vehicle location and driver operating behavior, then to the extent CalAmp agrees to provide such data and information, Customer agrees that such third-party (and not CalAmp) is solely responsible for the handling of that shared data and information, including responsibility for compliance with all laws (including the laws of privacy) pertaining to the sharing, use and retention thereof.
- (d) **Notices.** Customer may send notices required under this Agreement to CalAmp at the following address:
CalAmp Wireless Networks Corporation
Attention: Legal Department
15635 Alton Parkway, Suite 250
Irvine, California 92618
USA
With a copy to: Legal@calamp.com
- (e) **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties, their successors and permitted assigns. There are no express, implied, legal, or equitable rights or benefits conferred upon any third party.
- (f) **Independent Contractors.** Each party is an independent contractor and not a joint venturer, or agent of the other, and will have no authority to bind the other to any contract or commitment of any type.
- (g) **Promotion.** CalAmp and the Customer agree that they shall issue a joint press release immediately following the full execution and delivery of this Agreement. CalAmp may also prepare, marketing materials without the prior written approval of the Customer. Customer hereby grants CalAmp a limited, non-exclusive, royalty-free, transferable, and sublicensable, worldwide license during the Subscription Term of this Agreement to use, solely in connection with this Agreement, Customer's Trademarks.
- (h) **Order Form of Precedence.** In the event of a conflict between the terms of this Agreement and the terms of an Order Form, the terms of an Order Form shall take precedence. Any additional or different terms contained in a Customer purchase order, whether such terms would materially alter this Agreement, shall be deemed objected to by CalAmp and of no force or effect unless the parties expressly amend this Agreement in writing.

- (i) **Waivers of Default.** A party's waiver of any breach or default shall not be deemed a waiver or modification of any term or condition of this Agreement, a continuing waiver of such breach or default or a waiver of any other breach or default.
- (j) **Survival.** The expiration or termination of this Agreement shall not terminate vested rights of either party unless this Agreement expressly specifies otherwise, or release either party from any liabilities or obligations incurred prior to expiration or termination, or from obligations which by their express terms or by their nature are intended to survive expiration or termination in order to achieve the intent of the parties.
- (k) **Changes to the Agreement.** CalAmp may modify the terms of the Agreement at any time, in our sole discretion. If CalAmp does so, CalAmp will inform Customer by posting the modified Agreement to our website or through other communications with Customer. It is important that Customer review the terms of the Agreement whenever CalAmp modifies them because if Customer continues to use the Offerings after CalAmp has posted or otherwise informed Customer of the modified terms to the Agreement, Customer are indicating to CalAmp that Customer agrees to be bound by the modified Agreement. If Customer do not agree to be bound by the modified Agreement, then Customer may not continue to use the Offerings.
- (l) **Headings.** Section headings are solely for the convenience of the parties and shall not affect the meaning or interpretation of any term or condition of this Agreement.
- (m) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written proposals, negotiations, and agreements between the parties relating to the subject matter. No modifications to this Agreement or waivers will be enforceable unless evidenced in writing and signed by both parties.
Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court or other forum of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entirety of this Agreement. Unless a failure of consideration would result, the invalid or unenforceable provision will be deemed revised to the minimum extent necessary in order to make this Agreement valid and enforceable (provided this Agreement as revised continues to substantially reflect its original intent).