

## VERIZON ASSET TRACKING CUSTOMER AGREEMENT

Verizon Asset Tracking (the “**Service**”) is an end-to-end asset tracking solution that operates over the Verizon Wireless network and records and provides near real-time information about location and environmental conditions of assets in transit.

As used herein, “**we,**” “**our**” or “**Verizon**” refers to Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, on behalf of itself and for the benefit of its affiliates. “**You,**” “**your**” and “**Customer**” refer to you individually and your company if you are using the Service on behalf of or for the benefit of your company.

By placing an order for the Service on the ThingSpace Marketplace (“**Marketplace**”), you hereby agree to be legally bound by this Customer Agreement (“**Agreement**”).

1. **Service Description:** Verizon Asset Tracking is designed to track and monitor assets in transit in near real-time using cellular-enabled tracking devices with environmental sensors and location capability (“**Devices**”). The Service allows you to access sensor data from Devices in near real time through a hosted application or APIs (“**Platform**”). You can also manage IoT Devices, set alerts, access reports and utilize other features made available by the Platform.
2. **Verizon Responsibilities:** In providing the Service, we will be responsible for the following:
  - a. Device Shipment: We will endeavor to ship Devices in the ordered quantity, subject to availability, within the timeframe indicated in the Marketplace.
  - b. Initial Service Deployment: We will provision the Platform for you as required to use the Service. In connection with such provisioning, we will provide access credentials and, to the extent available, user guides and other documentation (“**Documentation**”).
  - c. Provision of Service: Following initial provisioning, we will make the Service available to you during the Service Term.
  - d. Support: We will provide limited support for the Service as described in the Platform.
3. **Customer Responsibilities:** As part of ordering and using the Service, you are responsible for the following:
  - a. Domestic Shipping Address: You must provide a shipping address in the United States for delivery of orders and you agree to take delivery at such address.
  - b. Use Guidelines. You agree to access and use the Service in accordance with the Documentation. You also agree to keep Devices in a secure location and use reasonable measures to prevent misuse.
  - c. Export Compliance: If you choose to use Devices outside the United States, you agree to (i) comply with the Geographic Limitations set forth below, (ii) be responsible for complying with (x) applicable US import and export control laws, including but not limited to the U.S. Export Administration Regulations (the “**EAR**”), and U.S. economic sanctions laws and regulations, including but not limited to economic sanctions laws and regulations administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“**OFAC**”), and (y) regulations and with local-use controls, laws and regulations, including those related to the import and export of hardware and technical data associated with access and use of the Service.
4. **Restrictions:** The Service is provided strictly for use in the regions permitted by this Agreement (see Geographic Limitations below). You may not resell or otherwise provide the Service to third parties. You will be responsible for all use of the Devices shipped to you and all activity under your credentials in the Platform, whether authorized by you or not. If you suspect any unauthorized use of the Service or any other breach of security, you agree to immediately notify us.
5. **Geographic Limitations:** The Service is available for use on the Verizon Wireless LTE-M network in the United States and on select roaming networks in Canada and Mexico, subject to the limitations set forth in

subsections (a)-(c) below. Roaming service relies on networks operated by third party carriers. ACCESS AND USE OF THIRD-PARTY NETWORKS IS PROVIDED AS-IS AND WE MAKE NO GUARANTEES AS TO THE AVAILABILITY OR QUALITY OF SUCH NETWORKS. VERIZON WILL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY ERRORS, OUTAGES, FAILURES OR DIMINISHMENT IN QUALITY OF SERVICE OF OR ARISING OUT OF THIRD-PARTY NETWORKS. We may suspend or terminate roaming service provided hereunder at any time in the event that a required third-party network is unavailable for technical or commercial reasons.

- a. Devices may roam incidentally in Canada and Mexico but must be primarily used on Verizon Wireless's owned and operated networks in the United States. Devices cannot be permanently located in a roaming area. We reserve the right to terminate service on any Device that is not primarily used on the Verizon Wireless network or is permanently located in Canada or Mexico.
  - b. A Device will be deemed permanently located in Canada or Mexico (subject to any changes in our roaming agreements) if the usage of the Device in Canada or Mexico exceeds 60% of the total usage of such device for three (3) consecutive monthly billing cycles.
  - c. No more than 10% of Customer's total data usage, in any month, may be generated in Mexico (Canada doesn't have the 10% limitation). If you exceed the 10% threshold, we will terminate the Devices activated on the Service following notice to you.
6. **Service Term:** The term of the Service will begin when the first Device is activated and will continue until the Service is terminated by either you or us pursuant to the Termination section below (the "**Service Term**").
  7. **Termination of Service:** You may terminate your subscription at any time via the Marketplace. In such event, you will continue to receive the Service through the end of the monthly billing period after which time the Service will terminate. We may terminate the Service if you fail to make timely payment of charges related to the Service. In addition, we may terminate the Service for any reason by providing 90 days advance written notice to you. If you breach any of this Agreement, we may suspend, limit or terminate the Service without prior notice to you and without penalty or other obligation. Upon termination or expiration of the Service for any reason: you agree to (a) stop using the Service, (b) pay all outstanding fees due. Any and all licenses and access rights granted to you under the terms herein will be deemed terminated.
  8. **Fees:** The Service is subject to (i) monthly subscription fees as set forth in the Marketplace listing page(s) and (ii) one-time charges related to purchases of Devices. You are responsible for paying all charges related to the Service in full as required by the [ThingSpace Terms of Service](#).
  9. **NO REFUNDS:** THERE ARE NO REFUNDS, IN PART OR IN WHOLE FOR ANY CHARGES RELATED TO THE SERVICE. Notwithstanding the foregoing, you may exchange a defective Device in accordance with the Limited Warranty provided under this Agreement (as further described below).
  10. **INTELLECTUAL PROPERTY:** Verizon and its licensors own all intellectual property rights in and to the Service and the Devices, components, platform, software, tools, websites, documentation, and other materials that comprise the Service, including any modifications, updates, revisions or enhancements to the foregoing. All rights not explicitly given are reserved by Verizon. Subject to the terms of this Agreement, Verizon grants you a personal, revocable, limited, nonexclusive, non-transferable, non-sub-licensable license, during the Service Term to access and use the Service solely for your internal use. You will not, and will not allow a third party to, redistribute, resell, develop, market, rent, transfer, commercialize, host, license, sublicense, decompile, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, disassemble, remove proprietary labels or notices from, copy any ideas, features or functions of the Service or any part thereof in any way.
  11. **Customer Data:** "**Customer Data**" means information made available to Verizon through Customer's use of the Service, and it may include, without limitation, information regarding the Customer and users associated with the Customer and its and their use of the Service. By using the Service, Customer consents to Verizon's collection and use of Customer Data in accordance with the terms of the Verizon Privacy Policy, located at <https://www.verizon.com/about/privacy/>. Customer is responsible for ensuring that it has obtained all necessary rights and approvals to permit Verizon, its affiliates and subcontractors, to access and use Customer Data as described herein, including express consent where required by applicable laws.

- a. The Service is operated from the United States. All Customer Data made available through the Service is transferred to, stored and processed in the United States.
  - b. In addition, and notwithstanding any language to the contrary in the Verizon Privacy Policy, Customer expressly consents to Google's terms of service and privacy policy as applicable to the Google Maps application and/or related functionality made available through the Service. In connection with the foregoing, Customer expressly consents to use and retention of Customer Data, including, without limitation, search terms, IP addresses, and latitude/longitude coordinates, by Google for purposes of providing and improving its products and services, subject to Google's privacy policy. Google's terms and policies related to Google Maps are located at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html).
12. **Title:** Title to a Device is held by Verizon until delivered to your shipping address. When delivered to your shipping address, title will pass to you. Risk of loss or damage to a Device passes to you upon delivery.
13. **Limited Device Warranty.** Each Device is subject to the Limited Warranty set forth in the Limited Warranty attachment to this Agreement.
14. **Wireless Service Limitations:** Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, network equipment or their installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless service is only available within the coverage area of the applicable service plan, within the operating range of the wireless systems, and with equipment that is approved to operate on Verizon's network.
15. **DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED 'AS IS' AND 'AS AVAILABLE' AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICE WILL BE ERROR-FREE OR COMPLETELY SECURE.
16. **LIMITATION OF LIABILITY:** WE DISCLAIM ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR OTHERWISE) OF THE SERVICE, IN PART OR IN WHOLE. WE SHALL NOT BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS IN CONNECTION WITH THE SERVICE IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY YOU, OR (B) THE AMOUNT OF FEES OR CHARGES PAID BY YOU FOR THE SERVICE DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE.
17. **Compliance With Laws:** You agree to use the Service for lawful purposes only, in compliance with all applicable laws, rules and regulations ("Laws"). You agree to indemnify, defend and hold harmless Verizon and its employees, officers, directors, agents, and suppliers from and against any losses, liabilities, damages, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) resulting from or arising out of you breach of Laws in connection with your use of the Service.
18. **Assignment:** You may not assign any of your rights and/or delegate any of your obligations under this Agreement without our prior written consent.
19. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law provisions. Any legal action, suit or proceeding arising out of or relating to this Agreement, must be instituted exclusively in the federal or state courts located in New York, New York.
20. **Miscellaneous:** This Agreement constitutes the complete agreement between the parties regarding the Service. The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Each parent and affiliate of Verizon shall be third party beneficiaries to this Agreement and shall be entitled to enforce and rely upon any provision of this Agreement that confers a benefit on (or rights in favor) of them. You may not transfer, assign or delegate the right and/or duties under this Agreement without Verizon's prior written consent and any attempted assignment or

delegation is void. Verizon shall have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of the obligations hereunder. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The relationship between the parties is one of independent contractors.

## Limited Warranty for Devices

1. **Limited Warranty:** Verizon warrants to you only that for the warranty period set forth below the Devices ordered by you shall operate in substantial and material compliance with the Documentation, if any, and will be free from defects in material and workmanship. In the event of any defects in the Devices, Verizon's sole obligation under this warranty, which is your sole and exclusive remedy regarding any breach of this warranty, will be to repair or replace any defective IoT Device or accessory that does not conform to this warranty, provided that you provide prompt notice and reasonable proof of any such failure or defect.
2. **Disclaimer and Limitations to the Limited Warranty:** The warranty with respect to the Devices and accessories is subject to the following disclaimers and limitations:
  - a. VERIZON'S OBLIGATION TO REPLACE DEVICES UNDER THIS WARRANTY WILL BE LIMITED TO A PERIOD OF ONE (1) YEAR AFTER DELIVERY.
  - b. THIS WARRANTY DOES NOT APPLY TO ANY DEFECTS CAUSED BY (1) USE OF DEVICES IN AN ENVIRONMENT OR IN CONNECTION WITH ANY EQUIPMENT OR SOFTWARE THAT DOES NOT MEET REASONABLE TECHNICAL REQUIREMENTS SPECIFIED BY VERIZON, AS SET FORTH IN APPLICABLE DOCUMENTATION; (2) IMPROPER MAINTENANCE OF DEVICES; (3) REPAIRS OR MODIFICATIONS DONE WITHOUT VERIZON'S APPROVAL; OR (4) ABUSE, NEGLIGENCE, OR MISUSE. VERIZON SHALL NOT HAVE ANY RESPONSIBILITY TO CORRECT ANY ERRORS OR MALFUNCTIONS OR DAMAGE RESULTING FROM CHANGES TO OR MODIFICATION OF DEVICES MADE BY YOU.