

## ROAD READY® STANDARD TERMS & CONDITIONS

Truck-Lite Co., LLC, a Delaware limited liability company ("Truck-Lite"), provides Road Ready® telematics services to customers. By placing a purchase order ("PO") to use the Systems (defined below) that is accepted by Truck-Lite, you ("Customer") agree, and will be deemed to agree, that (i) these Road Ready® Standard Terms & Conditions (these "Terms & Conditions") are incorporated into and form an integral part of the PO and (ii) except as expressly set forth in the PO, these Terms & Conditions govern Customer's use of the Systems (defined below), including, without limitation, access to and usage of the Web Service (defined below). Customer agrees, and will be deemed to agree, to be bound by these Terms & Conditions.

Truck-Lite has developed and markets Road Ready® telematics systems consisting of telematics hardware, software and services (the "Systems"). Truck-Lite markets the Systems to customers directly and/or distributes the Systems through dealers, distributors, original equipment manufacturers and their respective dealers and distributors, and other designated parties (each, a "Dealer" and collectively, "Dealers").

### 1. SERVICE

**1.1. Service.** The Systems include a proprietary web-based solution (the "Web Service") resident on one or more servers (each, a "Server"). The Web Service allows Customer to use its computer to view and manage data stored on the Servers that has been obtained from the System Hardware (defined below). The Systems also include data and software management services, including, without limitation, the Web Service ("DSM Services"), which include (a) services that enable the collection, management and transfer of Machine Data (defined below) between System Hardware and Servers, and (b) services that enable machine, vehicle and/or trailer diagnostics, remote servicing and software updates for various System components. Any terrestrial or satellite-based communications services necessary for the provision of the DSM Services will be provided through one or more duly authorized (satellite or terrestrial) telecommunications providers. The Web Service and the DSM Services are collectively referred to herein as the "Service." Customer may not resell, transfer or otherwise make available to any third party the Service or System Data (defined below), or any portion thereof. The Service only includes those Road Ready® services set forth in the PO, and the Service expressly excludes any additional services that may be offered by any of Truck-Lite's underlying wireless or satellite providers.

**1.2. Use of Web Service.** During the Term (defined below), Customer will have access to and use of the Web Service. Truck-Lite will assign to Customer username(s) and password(s) for Customer's use of the Web Service. Customer shall be responsible for all activities conducted under their username(s) and password(s). Customer shall control access to and use of the username(s) and password(s) by Customer's employees, and Customer shall promptly notify Truck-Lite of any unauthorized use of the username(s) or password(s). Customer shall not permit access via their username and/or password by any third parties other than Truck-Lite or an authorized Dealer or assign or transfer access to the Web Service or use the Web Service except as expressly permitted by these Terms & Conditions. To use the Web Service, Customer shall contract with an Internet Service Provider ("ISP") and have a computer and connection to the Internet that both meet or exceed the specifications or minimum requirements published by Truck-Lite, if any. Customer shall be solely responsible for the choice of its ISP and for any ISP fees, maintenance support, and other ISP expenses. Truck-Lite shall not have any responsibility for

the ISP connection or any Internet communications link between Customer's computer and the Servers. Customer's use of an ISP does not permit Truck-Lite to provide backup for access to the Web Service in the event of a failure of the ISP or Internet, and Truck-Lite shall not have any liability for any interruption or break in the Web Service as a result of downtime or failure of any Internet or ISP connection.

**1.3. Unauthorized Use of the Service.** Customer shall not use the Service for any Unauthorized Purpose or in such a manner as to interfere with use by other customers of the System. "Unauthorized Purpose" includes, but is not limited to, (a) use with intent to avoid payment of charges due under a PO or these Terms & Conditions, (b) access to, use of, alteration of, or destruction of the System Data, files, programs, procedures, or information related to any other Truck-Lite customer (including, without limitation, other Road Ready® customer), (c) use with the intent to reverse engineer or clone the System, (d) use for any unlawful, illegal or fraudulent purpose, (e) any attempt to create a substitute or similar service through use of, or access to, the Service or System Data, (f) Bypass (defined below), or (g) sale of the System Data by Customer or other transfer the System Data by the Customer in violation of these Terms & Conditions. For purposes of this section, "Bypass" means, for Systems including satellite communication functionality, (i) any mechanisms, including pricing differentials, intended to divert to any destination other Truck-Lite's satellite communication provider's (the "Satellite Provider") gateway any inbound Satellite Traffic originating from a Public Switched Telephone Network ("PSTN") and currently routed to the Satellite Provider's gateway and then forwarded to Satellite Provider subscribers; (ii) any mechanisms intended to bypass Satellite Provider gateways for routing of calls through the various PSTN, PLMN, PTT or IXC providers; or (iii) any other mechanisms which the Satellite Provider determines in its sole judgment constitutes network abuse or otherwise have a potentially damaging effect, including abnormal wear and tear, on the Satellite Provider's communications system or cause or could potentially cause abnormal call service performance or call and/or network congestion. For purposes of this section, "Satellite Traffic" includes any voice or data call that is originated from the Satellite Provider's authorized product or device including attempted calls to a +8816 or +8817 number which is destined to terminate or be routed through the Satellite Provider's gateway or any carrier, ISC or IXC on behalf of the Satellite Provider. Truck-Lite may, without liability to Truck-Lite, immediately discontinue the Service to prevent use for an Unauthorized Purpose or in response to an order from any court of competent jurisdiction or governmental authority. Customer shall not be credited any charges for Service interruptions resulting from Truck-Lite's actions under this Section.

**1.4 Service Availability.** Truck-Lite shall make all reasonable efforts to ensure that the Service is available 99.5% of the time. As used in this Section, the term "available" means that the Service can be accessed and used by the Customer; provided, that the term "available" does not include a malfunction of any connection and/or equipment over which Truck-Lite exercises no control, including any connection and/or equipment owned or operated by Customer (excluding Road Ready® equipment).

## **2. HARDWARE AND SOFTWARE**

**2.1 Hardware.** To collect and transfer data from Customer's machine, vehicle and/or trailer, Customer must have at least one activated Road Ready®-compatible telematics terminal ("Terminal"). Terminals, together with ancillary equipment such as SIM cards, modem, master control unit, solar panel, sensors, transmitters, batteries, harnesses, and antenna, shall be referred to herein as the "System Hardware." Customer's use of the System Hardware in connection with the Service is subject to these Terms &

Conditions. The System Hardware may include a removable subscriber identity module card ("SIM Card"). Truck-Lite reserves the right to deactivate the SIM Card, and to bill Customer for the service rates and/or fees for the remainder of the unused subscription period and to receive reimbursement from Customer for any additional expenses incurred by Truck-Lite, if Customer uses the SIM Card for any purpose other than utilizing the Service as contemplated by the PO or these Terms & Conditions. Customer shall notify Truck-Lite immediately if any portion of the System Hardware becomes lost, stolen, unserviceable due to damage, or has been misused in any way.

**2.2 Software.** Telematics software, modem software, and other software and/or firmware are resident on the System Hardware ("System Software"). The System Software contains proprietary code of Truck-Lite or third parties and may include separately-licensed third-party code. During the Term, Truck-Lite grants to Customer a non-exclusive revocable license to use the System Software solely (a) in conjunction with use of the System, and (b) with System Hardware installed and used on Customer's machines, vehicles or trailers. Truck-Lite further grants Customer the right to transfer its license to use the System Software, which does not include the Service, during the useful life of the System Hardware in conjunction with the transfer of Customer's ownership. Truck-Lite may condition its agreement to provide the Service to any transferee upon Truck-Lite's approval of transferee's creditworthiness, the payment by transferee of a relicensing fee and/or the upgrade of System Hardware at transferee's expense. Customer agrees that Truck-Lite may update the System Software on any of Customer's System Hardware during the Term as often as is deemed appropriate by Truck-Lite, at no cost to Customer.

**2.3 Warranty.** Truck-Lite provides no warranty on System Software. Except as expressly set forth in the PO, Truck-Lite shall provide a one-year, limited warranty on all System Hardware. For one year from data of purchase (or such other period as may be expressly provided in the PO), Truck-Lite shall repair, or replace, at its sole option, all System Hardware that fails for any reason, other than misuse by Customer, incorrect installation by Customer's employees or agents, modification of any kind (other than by Truck-Lite employees or agents), or other Customer actions which reasonably couple lead to failure of System Hardware.

TRUCK-LITE EXPLICITLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, ON SYSTEM SOFTWARE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRUCK-LITE'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP FOR THE SYSTEM HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT.

### **3. DATA**

**3.1. Machine Data, Aggregate Data, Web Service Data, and System Data.** Any data that is generated by the use of, collected by, or stored in Road Ready® machinery and equipment, including the System Hardware and any hardware or devices interfacing with Road Ready® machinery and equipment, shall be considered "Machine Data." A subset of Machine Data is accessible via the Web Service. This subset of Machine Data and any other data added to the Web Service by Customer are collectively referred to as the "Web Service Data." Truck-Lite may develop still another set of deidentified, anonymized, aggregate data from the Machine Data or Service Data, referred to as "Aggregate Data." Aggregate Data, Machine Data, and Web Service Data are collectively referred to as "System Data." All data, including System Data, relating to the provision of Services contemplated hereby or generated from any of the Systems is owned by and proprietary to Truck-Lite. However, notwithstanding the foregoing or any

other provision herein, (i) Customer will, at all times, be the sole and exclusive owner of any and all information deemed to be “personal information” under applicable law or regulation, or otherwise subject to data privacy rights, and (ii) Truck-Lite will have no ownership interest in any such “personal information” and nothing in these Terms & Conditions will convey to Truck-Lite any ownership interest in or to the same.

**3.2. Data Access and Usage by Truck-Lite and Dealers.** Truck-Lite may provide access to and use of Aggregate Data to the Dealer who sold Customer the System. Truck-Lite may provide all Dealers with access to Aggregate Data specifically related to machine diagnostics, remote servicing and machine component software updates. Customer agrees that Truck-Lite and authorized Dealers, including any subsequent purchasers of such Dealers, may access and use Aggregate Data notwithstanding any other provisions herein. Truck-Lite and Dealers may use Aggregate Data for any and all legitimate business purposes, including, but not limited to, (a) provide services to customers, (b) check, maintain, diagnose, update or repair Customer’s Equipment, (c) enable Truck-Lite or a third party to improve or develop Road Ready® products, Road Ready® services, or components of Road Ready® products and services, (d) help Customer manage a fleet, (e) identify new usage types of equipment and services, (f) comply with or enforce legal or contractual requirements, including disclosure to a court or other governmental body in response to a valid order; provided notice is given to Customer prior to such disclosure (if legally permitted), (g) offer Customer products or services, (h) comply with a request from Customer, and/or (i) disclose the System Data to a third party necessary to accomplish (a) through (h). Customer acknowledges that Truck-Lite may use Aggregate Data as described herein. Customer acknowledges and agrees that System Data may be transferred out of the country where System Data is generated to other destinations, including but not limited to the United States of America, Mexico and Canada. Truck-Lite will not transfer your System Data to another country absent the existence of adequate security and privacy controls. In the event that the System Data collected from a Customer includes, or could include, Customer’s personal information or the personal information of Customer’s employees or third parties, Customer hereby represents and warrants that it has acquired all necessary permissions, rights, and consents to the lawful collection, use and disclosure of such personal information, including with respect to the lawful transfer of personal information to other jurisdictions, to permit Truck-Lite and authorized Dealers to access and use the System Data as set forth in these Terms & Conditions and any applicable POs. Customer shall not use the System to track the location of any person unless Customer has first obtained any necessary approvals from such person to permit Customer, Truck-Lite and all authorized Dealers to track such location. Unless Customer requests removal of Truck-Lite’s access to and use of System Data pursuant to Section 3.3, Truck-Lite shall continue to have access to and use of System Data during and after the Term. Customer further acknowledges that Truck-Lite may aggregate and deidentify any System Data to create Aggregate Data. Customer hereby grants Truck-Lite a non-exclusive, fully-paid up, transferrable, nonrevocable, worldwide, and perpetual license to any such Aggregate Data to access, process, transfer, sell, or use for any legitimate business purpose.

**3.3. Web Services Data Retention Policy.** Truck-Lite will store the Web Service Data for a minimum of one year, provided such data storage complies with applicable law and regulation (including, without limitation, applicable international laws such as the General Data Protection Regulation). Customer shall have access *via* a Server to any specific unit of Web Service Data for five years from the date of collection of that unit of Web Service Data. Truck-Lite shall have the right, but not the obligation, to store the Web Service Data indefinitely, or to delete the Web Service Data at any time upon expiration

of the above-stated retention periods, provided that such data storage is in compliance with applicable law and regulation. Customer acknowledges and agrees that messaging and position Web Service Data deleted from the Server(s) cannot be retrieved or re-created. If Customer transfers ownership of a Terminal to another party, Customer will no longer have access to the Web Service Data affiliated with the Terminal that is collected after the transfer.

#### **4. PAYMENT AND TAXES**

**4.1. Payment.** A late charge of the lesser of 1.5% per month (18% per annum) or the maximum amount permitted by law may be charged to Customer for all payments not made timely. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Truck-Lite in collecting payment will be an expense of and charge to Customer should Truck-Lite prevail. If Customer becomes delinquent in the payment of any sum due, Truck-Lite shall not be obligated to continue performance of the Service.

**4.2. Taxes.** All prices and rates affiliated with the Service or System Hardware do not include use, excise, goods and services, sales or similar taxes assessed at any time. If any taxes must be deducted from any amounts payable or paid by the Customer, the Customer shall pay such additional amounts as may be necessary to ensure that Truck-Lite receives a net amount equal to the full amount which it would have received had no such deduction or withholding have been required. Excepting those taxes imposed upon Truck-Lite and regulatory license fees, all applicable taxes and/or assessments shall be paid by Customer. Customer is responsible for payment of tax whether it is concurrently invoiced to Customer with the original invoiced amount or subsequently invoiced based on Truck-Lite's later review of facts affecting Customer's tax status or determination that the laws of the country, state or province where the Service was delivered requires assessment and collection of tax. If Truck-Lite pays for any such taxes on behalf of Customer, Customer shall reimburse Truck-Lite in accordance with Section 4.1.

#### **5. TERM AND TERMINATION**

**5.1. Term.** The term of Service (the "Term") shall be as set forth in the PO, provided that Customer may continue to use the Web Service for three months following the expiration of Term.

**5.2. Termination.** The occurrence of any of the following shall constitute a material default and breach of these Terms & Conditions, and shall allow the non-defaulting party to terminate the Service, after the expiration of the applicable period of cure, if any: (a) any failure by Customer to pay all undisputed sums when due, which it is obligated to pay hereunder; (b) any unauthorized disclosure or use of the Service for an Unauthorized Purpose by Customer shall permit Truck-Lite to terminate upon written notice; (c) any event which would constitute a material default or breach of this agreement between Customer and Truck-Lite which is not cured within the time permitted for such cure, if any; (d) any material default by either party other than those set forth above, which is not cured within 30 calendar days after the defaulting party receives written notice of such default; or (e) the date of a winding-up, liquidation, dissolution, bankruptcy, sale of substantially all assets, sale of business or insolvency proceeding has been commenced or is being contemplated by the Customer. Furthermore, without limiting the generality of the preceding sentence, Truck-Lite may terminate the Service immediately if termination is for the purpose of compliance with applicable laws, regulations, or court orders.

**5.3. Termination for Convenience.** Truck-Lite may terminate the Service upon 30 days' notice to Customer. Unless such termination is for the purpose of compliance with applicable laws, regulations, or court orders, upon such termination, Truck-Lite shall reimburse Customer a prorated portion of the Service fees Customer has paid in advance to Truck-Lite under the PO. Any such reimbursement shall be Customer's sole recourse against Truck-Lite, and be Truck-Lite's sole liability to Customer, for any such termination for convenience.

## **6. OTHER TERMS**

**6.1. Confidentiality.** These Terms & Conditions, and any specific terms expressly set forth in the PO (including, without limitation, pricing), are confidential information of Truck-Lite. Any business, operations, or technical information furnished by Truck-Lite which is reasonably considered to be confidential shall be deemed to be the confidential information of Truck-Lite ("Proprietary Information"). During the Term and for a period of three years thereafter, Customer shall (a) hold all Proprietary Information received from Truck-Lite in confidence, (b) use Proprietary Information only for the purpose of performance under the PO and these Terms & Conditions, (c) reproduce Proprietary Information only to the extent necessary for such purpose, (d) restrict disclosure of Proprietary Information to its employees and consultants with a need to know in the course of fulfilling their scope of work, and (e) not disclose Proprietary Information to any third party without Truck-Lite's prior written consent.

The restrictions on Customer's use and disclosure of Proprietary Information shall not apply to any Proprietary Information that is disclosed in response to a valid order of a court or other governmental body in the country in which Customer is located, but only to the extent of and for the purposes of such order; provided, however, that Customer shall first notify Truck-Lite in writing of the order and permit Truck-Lite to seek an appropriate protective order, unless such notification is otherwise prohibited by applicable law. Upon the expiration or earlier cancellation of the Services pursuant to these Terms & Conditions, Customer shall promptly return to Truck-Lite or destroy (and certify such destruction) all Proprietary Information received.

**6.2. Limitation of Liability and Remedies.** To the extent permitted by applicable law, Truck-Lite's entire liability and Customer's sole and exclusive remedies for any damages arising from the performance or nonperformance related to the use of the Service shall be the remedies set forth in these Terms & Conditions. No party shall be liable for any loss or damage arising from the other's failure to comply with these Terms & Conditions.

IN NO EVENT SHALL TRUCK-LITE, ANY DEALER, TRUCK-LITE'S WIRELESS SERVICE CARRIERS, THE SATELLITE PROVIDER, TRUCK-LITE'S LICENSORS, OR TRUCK-LITE'S EMPLOYEES OR AFFILIATES (DEFINED BELOW) BE LIABLE TO CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY AUTHORIZED BY CUSTOMER TO USE THE SYSTEM FOR ANY INJURY, LOSS, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL DAMAGES) ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF THE SYSTEMS OR ANY PART THEREOF. CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER RELATED TO THE SERVICE, AND CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TRUCK-LITE AND THE UNDERLYING CARRIER. CUSTOMER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER. IN ANY EVENT, REGARDLESS

OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, CONTRACTUAL OR EXTRACTIONAL LIABILITY, OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THE SYSTEM OR THE SERVICE, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED TEN THOUSAND U.S. DOLLARS (\$10,000.00). CUSTOMER UNDERSTANDS THAT TRUCK-LITE AND THE UNDERLYING CARRIER CANNOT GUARANTY THE SECURITY OR RELIABILITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OR RELIABILITY RELATING TO THE USE OF THE SERVICES.

For the avoidance of doubt, any claims arising from or related to the warranty provided for System Hardware will be excluded from this liability of liability and will be subject to the terms and remedies set forth in Section 2.3 of these Terms & Conditions.

**6.3. Disclaimer of Warranties (Service).** EXCEPT AS EXPLICITLY PROVIDED HEREIN, (A) THE SERVICE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES MADE BY TRUCK-LITE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) TRUCK-LITE EXPRESSLY DOES NOT WARRANT THAT THE SERVICE, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.

**6.4. Customer Indemnification.** Customer shall indemnify, defend and hold Truck-Lite and its Affiliates (including their respective members, directors, officers, employees and agents) harmless against any and all losses, claims, damages or expenses (including attorneys' fees) arising out of or related to: (a) any personal injury to or death of any person or persons, any loss or damage of any property, and financial loss, or any interruption of services which are caused or claimed to have been caused directly or indirectly from Customer's (including its employees or independent contractors) negligent use or intentional misuse of the System; (b) use of any mounting bracket or other equipment not provided or approved for use with the System by Truck-Lite; (c) any use of the System by Customer for an Unauthorized Purpose; (d) data content or other information transmitted by Customer, its employees or its independent contractors over the System; or (e) any material breach by Customer of these Terms & Conditions, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by Truck-Lite's gross negligence or willful misconduct. Customer hereby agrees to fully defend, hold harmless, and indemnify Truck-Lite and its Affiliates from and against all liability, loss, damage, third party claims, actions, judgments or expenses arising out of or relating to Customer's use of the System, as well as from any third party intellectual property infringement claims arising out of or relating in any way with respect to Customer's use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by Truck-Lite's gross negligence or willful misconduct. Customer agrees to indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all third party claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with use, failure to use, or inability to use the wireless services except where the claims result from the underlying wireless service carrier's recklessness or willful misconduct. Subject to the limitations on liability set forth in these Terms & Conditions, Truck-Lite shall indemnify, defend and hold Customer and its Affiliates (including their respective members, directors, officers, employees and agents) harmless against any and all losses,

claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to any material breach by Truck-Lite of any of these Terms & Conditions, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by Customer's gross negligence or willful misconduct. The indemnities in this Section shall survive the termination of the Service.

**6.5. Choice of Law, Venue, and Language.** The agreement contemplated by the PO and these Terms & Conditions shall be governed by and construed according to the laws of the state of Michigan, with venue in the state or federal courts of Oakland County, Michigan, without regard to the conflict of law provisions thereof. The rights and obligations of the parties shall not be governed by the United Nations Convention on Account Agreements for the International Sale of Goods ("CISG") and the parties hereto expressly exclude the applicability of the CISG. In the event these Terms & Conditions are translated in any language other than the English language, then in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

**6.6. Assignment.** Except as expressly provided herein, neither the Service, nor any rights, duties or interest arising under the PO or these Terms & Conditions, shall be assigned, transferred or sublicensed by Customer without Truck-Lite's prior written consent.

**6.7. Severability; Waiver.** If any provision hereof is determined to be unenforceable, in whole or in part, the enforceability of the remaining provisions shall not in any way be affected or impaired. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision hereof invalid or unenforceable in any respect. The waiver by any party of a breach of any of the provisions hereof shall not operate as a waiver of any subsequent breach.

**6.8. Survivability.** Sections 2.3, 3.1, 3.2, 3.3, 4.1, 4.2 and 6 (inclusive) of these Terms & Conditions shall survive any expiration or complete termination of the Service.

**6.9. Notices.** All notices must be in writing and shall be deemed given (a) when delivered personally; (b) five days after having been mailed registered or certified mail, return receipt requested, postage prepaid; and (c) one day after having been mailed by overnight mail with a reliable nationally recognized express mail courier (e.g., UPS or FedEx). Notices shall be addressed or delivered to the address set forth in the PO, as may be updated by written notice from time to time by the parties.

**6.10. Force Majeure.** Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by acts of God, natural disasters, strikes—unless caused by the party seeking protection, war, acts of terrorism, civil disturbances, compliance with governmental laws or orders, or any other events which are beyond the reasonable control of such party, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided that the other party may terminate the Service if such condition continues for a period of 90 days without demonstration by the non-performing party of the ability to resume performance of its obligations within a reasonable period.

**6.11. Import and Export Compliance.** Customer acknowledges that all System Hardware, System Software, Proprietary Information, or other data or information ("Products") obtained from Truck-Lite may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export, reexport, and transfer may be restricted or prohibited. Customer agrees not to directly



or indirectly import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any such Products to any destination, entity, or persons prohibited or restricted under any law or regulation, unless it shall have first obtained prior written consent of Truck-Lite and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. Customer agrees that no Products received from Truck-Lite will be directly employed in missile technology, nuclear, chemical or biological weapons and that Products will not be transferred in any manner to any party for any such end use.

**6.12. Affiliates.** Any right or benefit of both the parties hereunder shall also apply to any corporation, limited liability company, partnership, or other entity that, either directly or indirectly, controls, is controlled by, or is under common control with such party, where control is defined as having more than a fifty percent (50%) controlling interest ("Affiliate").

**6.13. European Union Status and Warranty.** Customer warrants that it is not a member state of the European Union and agrees that the Service shall not apply to any Customer who is a member state of the European Union.

**6.14. Entire Agreement.** These Terms & Conditions, together with the PO, contain the entire understanding, agreement and representations of the parties with respect to the Services contemplated by the PO. Except as expressly set forth in the PO, these Terms & Conditions supersede all prior writings, discussions and understandings concerning the subject matter. Any additional or different terms or conditions proposed by Customer or contained in any document other than the PO are rejected and shall be of no force and effect unless expressly agreed to in writing by Truck-Lite.

Truck-Lite reserves the right to make reasonable changes to these Terms & Conditions at any time for good reason. Truck-Lite will make available on its Road Ready® website the updated Terms & Conditions, and the updated Terms & Conditions will apply from the date the updated Terms & Conditions are published on the website.

**Effective November 4, 2019**