

ROAD READY® TERMS OF USE

Privacy Policy

At Truck-Lite Co., LLC d/b/a Road Ready®, user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers. We also strive to protect the personal and confidential information of those who use our on-line services and website. **Click here- <https://www.rrotelematics.com/privacy-policy>** for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently.

Terms of Use

Please read this agreement ("Agreement") carefully before using our website (the "Website") and Road Ready fleet tracking dashboard and telematics platform (together with the Website, the "Service") at <https://www.rrotelematics.com/> and <https://services.roadreadysystem.com>. By accessing or using our Service, you agree to be bound by this Agreement and all of its terms without change. This agreement is between Truck-Lite Co., LLC, you the user, and, if you are using the Service on behalf of a company or organization, such company or organization will also be considered a party to this Agreement. In event of a conflict between this Agreement and your company's Master Agreement for Products and Services, the Master Agreement for Products and Service. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS.

Truck-Lite and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, or other material on our website. While we strive to keep the information on the Service accurate, complete and up-to-date, Truck-Lite and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of the information or services on the Service.

Personal and Noncommercial Use Limitation: Prohibited Uses

We provide you with access to our Website and user platform to use our Service and access information connected to our Service. We grant you access to this Service during the term of this Agreement solely to receive the information and use the Service. You may access, download, and print materials as necessary to receive the Service and use it for your internal business use. You may not license, copy, distribute, create derivative works from, frame in another Web page, use on any other website, or sell any information, databases, or lists obtained from the Service. When we request, you agree to provide true, accurate, and complete user information. You will not access or attempt to access password protected, secure or non-public areas of the Service without our prior written permission. You will comply with all privacy laws.

Proprietary Rights

All materials on this Service (as well as the organization and layout of the Website and our dashboards) are owned and copyrighted, licensed by, or used with permission that is granted to Truck-Lite. No reproduction, distribution, or transmission of the copyrighted materials at the Service is permitted without the prior written permission of Truck-Lite.

Your Account

If you use the Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service.

Confidential Information

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the services. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the website or (ii) which is (A) marked "Confidential," "Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

No Unlawful or Prohibited Use

As a condition of your use of the Service, you warrant to Truck-Lite that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on the Service or accessed through the Service. You may not republish Truck-Lite content or other content from the Service on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware, or other malicious code to the Service. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our website is virus free.

If you are under the age of 18, you may not use the Service.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRUCK-LITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TRUCK-LITE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE WEBSITE OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICE. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SERVICE OR \$100, WHICHEVER IS GREATER.

Links to Third Party Sites

The Website may contain hyperlinks to websites operated by parties other than Truck-Lite or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the Truck-Lite privacy policy is applicable only when you are on our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

Links to Our Website

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray Truck-Lite, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate

this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of the Service. You may not use any Truck-Lite or Road Ready logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of the Service. Any link to our website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to the original site if the visitor wishes to back out.

Use of Submissions

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of the Service, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

Changes to the Service

We may make improvements or changes in the information, services, products, and other materials on the Service, or terminate the Service at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of the Service will be deemed your acceptance of the modified Agreement.

Dispute Resolution

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Michigan law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, Truck-Lite retains the right to forward

them to the AAA on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Truck-Lite retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

Miscellaneous

The Website is intended to and directed to residents of the United States and all advertising claims contained on the Website are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement or the Service will be governed by and construed in accordance with the laws of Michigan, without giving effect to any principles of conflicts of law. Failure by Truck-Lite to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions shall not apply to you.

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