



Mr. Shelton Vance
County Administrator
Madison County Sheriff's Office
2941 U.S. Highway 51
Canton, MS 39046

January 10, 2022

Section 1: Device

Description	Quantity	Price per Unit	Geotab SKU	AT&T SKU	Recurrence	Total One Time Charge
GO9 Device with FirstNet with Band 14	232	\$25.00	ATT-GO9LTEAFN14	4713L	Non-recurring	\$5,800.00

*If customer wants Lights & Siren harness (shows when those functions are on or off) those harnesses are \$46.20 each and they can mix and match however they like but lights & siren capability requires this harness in place of any other harness such as the Universal T-Cable and would then replace that cable.

Section 2: Hardware & Accessories

Description	Quantity	Price per Unit	Recurrence	Total Non-Recurring Charge
Universal T cable Kit	215	\$28.50	Non-recurring	\$6,127.50
Specialty cable	17	\$75.00	Non-recurring	\$1,275.00
Shipping & Handling	TBD	\$40.00	Per Site or per location shipped	TBD
Professional Installation charges can be provided at additional cost.				
Foundation Account Number: 57913253				
Billing Account Number: TBD				



Complete Innovations USA Inc.
 dba Fleet Complete
 3455 Peachtree Road NE
 Atlanta, GA 30326
 T: 1-800-220-0779

QUO-97128-W4T8K0

Quote Expiry Date:
Effective Date:

From: Veronica Hinkel
 FC North America
 (956) 265-6434

Bill To: Madison County MS
 Shelton Vance
 125 West North Street
 Canton
 US-MS
 USA
 39046
 601-855-5502
 shelton.vance@madison-co.com

Ship To: Madison County MS
 Shelton Vance
 125 West North Street
 Canton
 US-MS
 USA
 39046
 601-855-5502
 shelton.vance@madison-co.com

Terms and Conditions			
Payment Frequency of Recurring Fee(s)	Monthly	Contract Term	1 Months
Payment Method	Credit Card	Currency	USD
Payment Terms	Upon issuance of receipt		

Solutions						
Solution Name	Description	Quantity	Recurring Fee(s) –	Upfront Fee(s)	Total Recurring Subscription Fee(s) –	Total Upfront Fee(s)
FT2- FT Standard-unbundled	FT2FN, FT2 9 PIN Cable	17	\$16.99	\$2210.00	\$288.83	\$2210.00
FT2- FT Standard-unbundled	FT2FN, FT2 OBD cable	215	\$16.99	\$27950.00	\$3652.85	\$27950.00
Total:					\$3941.68	\$30160.00

Additional Accessories						
Accessory Name	Description	Quantity	Recurring Fee(s) –	Upfront Fee(s)	Total Recurring Subscription Fee(s) –	Total Upfront Fee(s)
6 Pin to 9 Pin Adapter		12	\$0.00	\$180.00	\$0.00	\$180.00
Total:					\$0.00	\$180.00

Payment Summary			
		Total Upfront Fee(s)	\$30340.00
		Shipping (Ground) Fee(s)	\$280.00
Grand Total Recurring Fee(s) Monthly	\$3941.68	Grand Total Upfront Fee	\$30620.00

Additional Information

- 1) Each Quote, once accepted by the parties, shall become an Order documented within this Order Form. This Order Form and all subsequent Order Forms shall be governed by the Order Form Terms and Conditions, the Master Subscription Service Terms and the Additional Terms (as defined herein below) (collectively the "Agreement") which terms are hereby incorporated into and form part of this and all subsequent Order Forms entered into between Fleet Complete and the client named above (the "Client"). To view the Master Subscription Service Terms please go to <https://www.fleetcomplete.com/legal/>. The Agreement shall apply exclusively. Terms and conditions of the Client that conflict with or deviate from the terms of the Agreement shall not be recognized by Fleet Complete unless Fleet Complete has issued its express written consent to their application. Any defined terms referenced herein below shall be as determined within the Master Subscription Service terms unless otherwise defined herein.
- 2) In the event the Client terminates or purports to terminate the Agreement prior to the end of the then current Subscription Term or Automatic Renewal Period, in breach of its terms, then the Client shall pay Fleet Complete the total aggregate of the Recurring Fee(s) multiplied by the number of months remaining in the then current Subscription Term or Renewal Period.
- 3) The Total Upfront Fee must be paid by the Client in full in advance of shipping.
- 4) Billing will be effective and commence as of the date the Software is enabled on the Fleet Complete Servers (the "Provisioning Date"). The Subscription Term shall commence on the Provisioning Date, unless otherwise stated herein.
- 5) Monthly Subscription Fee payments due to Fleet Complete require automatic monthly Credit Card payment or pre-approved debits ("PAD"). Client hereby consents to Fleet Complete conducting a credit rating check on the Client. Payments and deposits are non-refundable. All Monthly Subscription Fee payments are due upon receipt of applicable invoice by Customer.
- 6) The Subscription Term indicated above shall commence on the Provisioning Date and shall renew for consecutive twelve (12) month periods (the "Automatic Renewal Period") unless written notice is provided by either party 60 days prior to end of the initial Subscription Term or the end of each Automatic Renewal Period. The Monthly Subscription Fee stated within the Order Form shall apply during the initial Subscription Term. Upon the expiration of the initial Subscription Term, the Monthly Subscription Fee shall be subject to an increase of seven percent (7%), which increase shall take effect and be applied as of the first day of each Automatic Renewal Period.
- 7) Additional installation fees may apply. A late cancellation fee of up to \$150 may be applied where Client fails to cancel a scheduled installation with a minimum of 3 hours prior notice. Please speak to your Fleet Complete representative for more information.
- 8) Additional fees may apply depending on Client data usage in relation to the Vision 2.0 product, and Client agrees to pay any such additional data usage fees.
- 9) Standard orders are normally shipped within 3-4 business days. Shipping and delivery dates are not guaranteed.
- 10) In addition to the Order Form Terms and Conditions and the Master Subscription Service Terms, the following terms and conditions (the "Additional Terms") apply and shall be binding as between the Client and Fleet Complete or its Affiliate (as indicated within the applicable terms): (i) Pre-Authorised Debit Form as included within the Master Subscription Service Terms; (ii) End User License Agreement(s) (each a "EULA", including but not limited to the Fleet Complete Vision Mobile App EULA); (iii) Product Hardware Warranty; (iv) Self-Installation Limited Liability Agreement; and (v) Customer Support Terms. A copy of each of the Additional Terms can be found at <https://www.fleetcomplete.com/legal/> unless otherwise referenced within the Master Subscription Service Terms.

Please electronically sign or manually sign and return this Order Form and Pre-Authorised Debit Form via email to FC-Directcollections@fleetcomplete.com

Client Authorized Signature: Date:

Print Name: Shelton Vance

MASTER SUBSCRIPTION SERVICE TERMS

This Agreement is made between the client identified in the Order Form (the "**Client**") and Complete Innovations USA, Inc. ("**Fleet Complete**") on the Effective Date (as defined below).

It shall apply exclusively. Terms and conditions of the Client that conflict with or deviate from this Agreement shall not be recognized by Fleet Complete, unless Fleet Complete has issued its express written consent to their application.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fleet Complete and Client hereby agree as follows:

1. DEFINITIONS

All definitions in the Order Form are integrated herein. In addition, in this Agreement or in any Order relating to the Service governed by this Agreement, the following terms shall have the following meanings respectively:

"Activation" means the activation of Subscribers on the Telematics Service Provider (TSP) network.

"Client Data" means any data or information (a) including Personal Information (as hereinafter defined), (b) relating to an identifiable Vehicle or Vehicle Operator, (c) submitted to the Service by Client or Vehicle Operators, or (d) otherwise collected, accessed, used, disclosed, created, generated or stored by, through or in connection with the Service and transmitted to, uploaded to and/or stored on Fleet Complete Servers for use with the Service, but does not include Fleet Complete Vision Data.

"Data Controller" shall mean the natural or legal person who alone or jointly with others determines the purposes and means of the processing of Personal Information.

"Data Processor" shall mean the natural or legal person who processes Personal Information on behalf of the Data Controller.

"Data Protection Laws" means all laws and regulations, including laws and regulations of Canada (including the Personal Information Protection and Electronic Documents Act (Canada) and the Canadian Anti-Spam Legislation), applicable to the Processing of Personal Information under the Agreement.

"Documentation" means the explanatory user materials supplied by Fleet Complete with the Service in electronic form.

"Effective Date" has the meaning ascribed thereto in Section 4.1 hereof.

“Fleet Complete Vision Data” has the meaning ascribed thereto in Section 11.7 hereof.

“Fleet Complete Server” means a Fleet Complete computer server located at Fleet Complete’s premises, or a third party provider of hosting and/or network services, that hosts the Software.

“Hardware” means any mobile electronic device, mobile phone, mobile data terminal, or mobile asset (including vehicles, trailers or containers), installed modem, related sensors and other equipment or accessories onto which a mobile application has been embedded, installed or which is used to access a mobile application and which is required to use the Service as intended as described in the Documentation.

“Installation” shall mean the installation of Hardware (and accessories, as necessary) in the Clients vehicles or assets, and the Activation and Provisioning of Subscribers

“Location Data” means data that is about or relates to the geographical location, heading, speed or similar information relating to Hardware.

“Order” means an order for the Service on an Order Form signed by Client and accepted by Fleet Complete. All Orders placed by Client and accepted by Fleet Complete will be governed by the terms and conditions of this Agreement.

“Order Form” means Fleet Complete’s form of ordering document pursuant to which Client may order Subscriptions, Hardware and accessories and additional services.

“Personal Information” means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.

“Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Provisioning Date” means the date the Software is enabled on the Fleet Complete Servers.

“Recurring Fee” means the fees payable by Client for Subscriptions and Hardware solutions, Hardware accessories or services in accordance with payment frequency all as specified in the applicable Order.

“Service” means the provision of Subscribers, location and data communications services, the Software and Documentation for which Client is granted rights of access and use under this Agreement, which resides on one or more Fleet Complete Servers and which will be remotely accessible over the Internet by Client and its Users, including Support Services, Third Party Services and any other ancillary services available in connection therewith, as such Service may be updated from time to time by Fleet Complete in its sole discretion.

“Software” means Fleet Complete’s proprietary Fleet Complete® software application and the software installed on the Subscribers and other Hardware.

“Subscriber” means a Hardware device running embedded or installed software and connected to a communication network (including, but not limited to, Wi-Fi, cellular, Bluetooth and satellite networks) that transmits location information and other data to the Fleet Complete Servers running the Service and which are provided by Fleet Complete or a third party and installed on Client’s Vehicles to enable the provision of the Service.

“Subscription” means the right granted by Fleet Complete to Client to access and use the Service in accordance with the terms of this Agreement and the applicable Order, for use in connection with the number of Subscribers and for the Subscription Term specified in the applicable Order.

“Subscription Fee” means the fees payable by Client for a Subscription as set out in the Order.

“Subscription Term” means the period commencing on the Provisioning Date and continuing for the Subscription Term specified in the applicable Order.

“Support Services” means the technical support services for the Service provided by Fleet Complete as described in, and in accordance with, the Fleet Complete Support Terms.

“Support Terms” means Fleet Complete’s terms and conditions for the provision of Support Services to Client and its Users, a copy of which is available <https://www.fleetcomplete.com/legal/>.

“Telematics Data” means Client Data that is about or relates to a Vehicle Operator’s behaviour and a Vehicle’s performance, such as acceleration, braking, turning and includes Location Data.

“User” means an employee or contractor of Client.

“Vehicle” means a vehicle or mobile asset that is connected to and activated on the Service.

“Vehicle Operator” means a natural person who uses or operates a Vehicle.

“Work Order Data” means Client Data that relates to an order for services or deliveries that was dispatched from or to a Subscriber using the Courier Complete® component of the Service.

2. LICENSE GRANTS

2.1 Service License. Subject to the terms and conditions of this Agreement and payment of the applicable Subscription Fees, Fleet Complete hereby grants to Client a non-exclusive, worldwide, non-transferable, non-sublicensable, internal right to (a) access and use (and to permit Users to access and use) the Service, solely during the Subscription Term by an unlimited number of Users; and (b) access and use, and to permit Users to access and use, the Documentation as reasonably necessary to support the Client's permitted use of the Service during the Subscription Term for the number of Subscribers for which Client has purchased Subscriptions and pays the applicable Subscription Fees (as specified in one or more Orders).

2.2 Restrictions. Client may not:

- (a) make copies of the Software and Documentation except as permitted in this Agreement;
- (b) reverse engineer, disassemble, reverse translate, decompile, or in any other manner decode the object code for the Software in order to derive the source code form, or decode any passwords or encrypted license or installation keys that have been provided to Client by Fleet Complete in order to enable the execution of the Service on unauthorized equipment, or for any other reason do or attempt to do any of the foregoing, except to the extent the foregoing restriction is expressly prohibited by applicable law;
- (c) use the Service in violation of applicable laws, including Data Protection Laws;
- (d) assign (by operation of law or otherwise) or transfer this Agreement or Client's interest in or rights under this Agreement, or attempt to do so or enter into any agreement to do so with any other party, without the prior written agreement of Fleet Complete, and any such assignment or attempted assignment shall be null and void and shall result in the automatic and immediate termination of this Agreement;
- (e) knowingly interfere with service to any of Fleet Complete's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing;
- (f) create any "links" to or "frame" or "mirror" of the Service or the Software, or any portion thereof, except when using Fleet Complete provided APIs;
- (g) make the Service, Software and/or Documentation available on a server that can be accessed via a public network, such as, for example and without limitation, the Internet, in a manner that allows the Service, Software, and/or Documentation to be copied by any third party;
- (h) defeat, disable or circumvent any protection mechanism related to the Service;
- (i) except as expressly provided herein, or unless expressly authorized by Fleet Complete in writing, sublicense, distribute, transfer, loan, use, lease or otherwise make available the Service, Software and Documentation, or any part thereof, to any third party; or
- (j) remove or obscure any copyright notices, trade-marks, or any other proprietary legends and/or logos of Fleet Complete or its licensors appearing on the Services, the Software or the Documentation.

2.3 Third Party Services.

- (a) The Service includes code, content, features, functionality, components and services that are provided by third parties ("Third Party Services"). Unless Client is required to accept and agree to an end user license agreement or terms of service for a Third Party Service in order to access and use such Third Party Service, Fleet Complete hereby grants a fully paid, royalty free sublicense to Client to use each such Third Party Service in connection with its use of the applicable Fleet Complete Service. The Client's use of a Third Party Service in conjunction with the Service in a manner consistent with the terms of this Agreement is permitted and the license grant, proprietary rights, warranty, indemnity and limitation of liability provisions in this Agreement will apply to Third Party Services.
- (b) Client hereby accepts and agrees to be bound by the following Third Party Services terms and conditions: (i) the Google Terms of Service, (ii) the Google Maps/Google Earth Additional Terms of Service, (iii) the Google Maps/Google Earth Legal Notices, and (iv) the Google Privacy Policy.

2.4 Documentation License. Client may, during the Subscription Term, use the Documentation provided by Fleet Complete to assist Client with the operation and use of the Service solely to support Client's use of the Service as permitted hereunder.

2.5 Evaluation License. If Client is evaluating the Service, Fleet Complete hereby grants to Client, free of charge, a non-exclusive, non-transferable, limited-term license (the "Evaluation License") to use the Service solely for internal testing and evaluation. Client shall not publish any results of benchmark tests run on the Service or disclose its features, errors or bugs to a third party without Fleet Complete's prior written consent. During the term of the Evaluation License Fleet Complete shall be under no obligation to provide any technical support; provided however, that Fleet Complete may in its sole discretion fix reported errors and provide Client with support and consultation concerning the Service.

2.6 Reservation of Rights. This Agreement does not constitute a sale of the Software. Client is granted no title, ownership or intellectual property rights in or to the Service, Software or Documentation, in whole or part. All such rights shall remain in Fleet Complete and/or in licensors to Fleet Complete of programs provided within the Service.

3. **HARDWARE SHIPMENT AND INSTALLATION.**

3.1 Shipping and Title. Title to the Hardware, and risk of loss or damage, will pass to Client when Fleet Complete delivers such material to the shipping carrier. Fleet Complete's title and rights to the embedded or installed software and all associated intellectual property rights therein remain with Fleet Complete and do not transfer to Client. Unless otherwise agreed, Fleet Complete will deliver the Hardware being shipped, freight prepaid; provided Client has fully paid the Total Upfront Fee (as specified on the Order Form).

3.2 Hardware Installation and Provisioning. Client shall be solely responsible for (i) Installation, unless Installation is purchased from Fleet Complete and included in the Order; and (ii) integration of the Subscriber with any other hardware and software applications not purchased from Fleet Complete, any such integration being at Client's sole risk and cost.

3.3 Installers. If an Installation service is purchased from Fleet Complete, it will be performed by Fleet Complete's authorized contractor ("Installer") subject to Client's compliance with the requirements of Section 3.4 below. Client acknowledges that the Installation services purchased from Fleet Complete are performed by independent contractors and not Fleet Complete employees. Such contractors are not contracted by Fleet Complete to perform any additional services for Client during the course of Installation. Any additional services or equipment purchased from such contractors will be at the sole additional expense and risk of Client.

3.4 Installation Process.

(a) Standard Installation hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday, Client's local time. Fleet Complete or its Installer will contact the Client to schedule the Installation date once the Order is processed by Fleet Complete.

(b) Hardware will be shipped to the Client's designated location in advance of the Installation date. Client will be required to receive and securely store the Hardware, and then make it available to the Installer at the scheduled location on the Installation date.

(c) All vehicles or assets must be placed in a single designated location and access provided to the Installer. Vehicles or assets must be free of any mechanical, electrical or other problems ("**Asset Faults**") that would prevent or materially hamper or delay performance of Installation. If any Asset Fault prevents Installation at the scheduled time and location, the Installer will not complete Installation.

(d) Client shall be charged an additional \$120 per vehicle ("**No Show Fee**") for (i) each vehicle/asset that was scheduled for Installation but was not made available (including delivery of vehicle keys) within fifteen (15) minutes of the scheduled Installation time at the scheduled location, unless the scheduled time or location was changed by Client with at least twenty-four (24) hours prior notice, and (ii) each vehicle/asset on which Installation could not be completed due to an Asset Fault.

(e) Client shall provide a safe, secure, and dry work environment with protection from inclement weather at the installation site and access to adequate power source. Client shall not in any manner interfere with the Installer performing the Installation.

(f) Client shall provide an on-site contact, who upon completion of installation shall confirm in writing that the Installation has been performed.

(g) Client acknowledges that the Installer may modify or alter Client's vehicles/assets, including without limitation drill holes, cut panels and body, or perform rewiring. Fleet Complete will not be responsible for subsequent restoration of Client's vehicles to their unmodified or unaltered condition. Legacy equipment that is uninstalled from vehicles in order to enable Installation is not included in the Installation fee(s) quoted to Client, and Client will be responsible for all such additional fees. Neither Fleet Complete nor the Installer will have any responsibility for legacy equipment which will be delivered to Client's on-site contact during the scheduled Installation.

(h) Client will additionally be responsible to pay for all travel related expenses including overnight accommodations, incurred by Installer in conjunction with Installation, in accordance with Installer's or Fleet Complete's travel and expense reimbursement policies.

4. **TERM**

4.1 Term. The term of this Agreement will commence on the Effective Date set out within the Order Form and shall continue for the duration of the Subscription Term (including renewals or extensions, as applicable) of the last Order by Client.

4.2 Termination. Fleet Complete may terminate this Agreement if (i) it has provided written notice to Client of the claimed breach and the Client fails to correct such breach to the reasonable satisfaction of Fleet Complete within 30 days of receiving such notice, or (ii) proceedings under bankruptcy or similar insolvency laws are instituted by or against Client and are not dismissed within 60 days, Client makes an assignment for the benefit of its creditors, or a receiver, liquidator or similar officer is appointed for the business, property, affairs or revenues of Client and such proceedings continue for 30 days or (iii) the Client's data usage is excessive or unreasonable, as determined by Fleet Complete in its sole and absolute discretion. If Client fails to pay the amounts invoiced in respect of the Service, Client shall be deemed to have materially breached this Agreement. If Fleet Complete terminates this Agreement for Client's non-payment, Client must pay within 30 days all amounts which have accrued prior to such termination, as well as all amounts payable by Client on account of the remainder of the then-current Subscription Term (even if earlier terminated) for all Orders under this Agreement.

4.3 Obligations on Termination. Upon the termination of this Agreement, (a) Fleet Complete shall, upon Client's written request, return to Client all Work Order Data and will have the right to terminate Client's access to and use of the Service; and (b) Client shall forthwith discontinue the use of the Service.

5. **FEES AND PAYMENT**

5.1 Fees. The fees set out in the Order Form are due and payable in accordance with the Order Form, unless otherwise set out herein. The License shall continue so long as each installment or Recurring Fee or Subscription Fee is paid on or before its due date. If an installment payment, Recurring Fee or Subscription Fee is not available or not paid on the due date, then Fleet Complete may terminate this Agreement pursuant to section 4.2. ANY AND ALL PAYMENTS RECEIVED BY Fleet Complete ARE FINAL AND NON-REFUNDABLE.

5.2 Invoices. The Total Upfront Fee will be invoiced upon acceptance of the executed Order Form by Fleet Complete. All amounts due will be paid concurrent with the invoice of PAD or credit card authorization provided by Client. Fleet Complete shall send all invoices to Client at the email address provided on the Order Form within 15 business days of remittance of funds through PAD/credit card.

5.3 Suspension for Non-Payment. If payment is overdue by more than 15 days, then Fleet Complete may immediately suspend Client's license access to and use of the Service if Client fails to make any payment due in respect of the Service and does not cure such non-payment within ten (10) business days after receiving notice of such failure. Any suspension of the licensed rights hereunder by Fleet Complete under the preceding sentence shall not excuse Client from its obligation to make all payment(s) under the Agreement.

5.4 Vacation Disconnect. Client may request a vacation disconnect for the Service which will automatically extend the Subscription Term by the same duration. Such vacation disconnects are possible for a minimum of one (1) month and for a maximum of six (6) months for every year for the duration of the Subscription Term and shall entail a penalty of \$10 per month per Subscriber.

6. TAXES

All prices and rates on an Order, or for any additional charges due or for the Service or other services to be provided, do not include present and future personal property, sales, use, excise, GST, service charge, value-added, franchise, license, gross receipts or other foreign, federal, state, provincial or local fees, taxes, duties or similar taxes or charges (collectively "Taxes"), which shall be paid by Client (except for taxes based on the net income of Fleet Complete). If applicable, Client may provide Fleet Complete with a tax exemption certificate annually that is acceptable to applicable taxing authorities. Client will indemnify and hold Fleet Complete harmless from all claims, liability and expense arising from Client's failure to pay any such Taxes, including interest, penalties and similar fees.

7. CLIENT REQUIREMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Desktop Requirements. Client agrees that desktop or laptop computers that run the Service will have the Windows 7 operating system, the latest .NET framework, a minimum of 4GB of RAM and Internet Explorer 9 or greater (the "Desktop Requirements").

7.2 Client Equipment. Client is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services (such as Internet access) that are required to allow Client to access and use the Service, and for all expenses relating thereto. Client agrees to access and use, and shall ensure that all Users access and use, the Service in accordance with any and all operating instructions or procedures that may be issued by Fleet Complete from time to time.

7.3 Vehicle Operator Notice and Consent. Client shall, prior to each Vehicle Operator's use of a Vehicle connected to and activated with the Service, (a) inform such Vehicle Operator of Client's use of the Service, or any similar Third Party Services, including the resulting collection, use and sharing by Client of any and all Client Data, including Telematics Data and Personal Information relating to such Vehicle Operator and the Vehicle, (b) obtain such Vehicle Operator's express consent to such use of the Service, Third Party Services, Client Data, Telematics Data and Vehicle Operator Personal Information, in accordance with applicable Data Protection Laws, and (c) create employment conditions whereby consent is provided freely and not under any fear of reprisals or disadvantage for not consenting.

7.4 Client Representations and Warranties. Client hereby represents and warrants as of the Effective Date and throughout the term of this Agreement that Client will not upload or transmit any Data: (i) that Client does not have the lawful right to copy, transmit, distribute, and display; or (ii) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability. Client hereby also represents and warrants that Client will inform all its employees and associates about any relevant obligations, including the Client's End User License Agreement, and all employees or other associates of the Client are bound to and accept the Client's End User License Agreement.

7.5 Client Indemnity. Client shall defend, indemnify and hold Fleet Complete and its directors, officers, shareholders, partners, employees, related parties, representatives and successors (the "Fleet Complete Group") harmless from and against any loss, damage or costs (including reasonable legal fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against the Fleet Complete Group by a third party based on, relating to or caused by: (a) a breach of its obligations in Section 7.3 hereof, (b) a breach of its warranties in Sections 7.4 or 8.1, or (c) a breach of any Data Protection Laws by Client in relation to the collection of Personal Information by Client from Vehicle Operators.

8. CLIENT DATA

8.1 Ownership. As between Fleet Complete and Client, Client exclusively owns all rights, title and interest in and to all Client Data. Fleet Complete does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data; provided that Client hereby instructs Fleet Complete and grants to Fleet Complete the right and license to use, process and transmit Client Data as reasonably required for the purposes of providing the Service, including the provision, administration, troubleshooting and improvement of the Service or as required by applicable law.

8.2 Database Backup. A complete backup of the Client's database of Client Data compiled through the use of the Service will be stored to a file on the Fleet Complete Servers every 24 hours. Once every 30 days a copy of the latest complete backup file will be transferred and stored in a fire retardant safe at a secondary site which is a different address from where the production version of Client's database is located.

8.3 Data Storage and Retention. Fleet Complete will retain the Client Data during the term of this Agreement in accordance with the terms of this Agreement. If and to the extent that Fleet Complete retains Client Data, such data shall be retained in accordance with applicable Data Protection Laws (each such period is hereinafter referred to as the "Retention Period"). Upon Client's request, which may be made at any time and from time to time during the applicable Retention Period, Fleet Complete will make available for secure retrieval by Client all Client Data then in Fleet Complete's possession at Fleet Complete's then current rate for data retrieval. In the event that Fleet Complete is required, by law or in a judicial or other governmental investigation or proceeding, to disclose Client Data, Fleet Complete may, to the extent reasonably possible, provide Client with written notice of the compelled disclosure and shall be entitled to recover from Client any and all costs and expenses related to the disclosure or disclosure process, which shall be due and payable by Client within 30 days of the issuance of the invoice for same by Fleet Complete.

8.4 Rights in Derivative Data. Client acknowledges and agrees that the Service generates, compiles, stores and uses aggregated data and system usage, analytics and diagnostic information to monitor and improve the Service, assist in the delivery of Support Services, and for the creation of new products and services. Client hereby grants to Fleet Complete a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license to collect, process and aggregate Client Data, including Telematics Data and other such information and data and create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto and derivatives thereof ("Derivative Data") for traffic information, journey data analysis, mapping, fleet and industry benchmarking, to understand usage, improve the Service and Support Services, develop new products and services, and for any other business purpose. This Derivative Data is no longer associated with Client, Client Vehicles or Vehicle Operators and as such is not Client Data. Fleet Complete may transfer or assign any of its rights in the Derivative Data to any third party.

8.5 Suspension of Access. In addition to any termination rights of Fleet Complete pursuant to this Agreement, extraordinary circumstances may require Fleet Complete to suspend or terminate (where appropriate), as determined in Fleet Complete's reasonable discretion, Client's access to and/or use of, or otherwise modify, the Service and/or any component thereof in order to: (a) prevent material damages to, or material degradation of the integrity of, Fleet Complete's network; or (b) comply with any law, regulation, court order, or other governmental order. Fleet Complete will notify Client of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, Fleet Complete will limit such suspension to that which is minimally required and will promptly restore Client's access to the Service as soon as the event giving rise to the suspension has been reasonably addressed (including by Client agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this Agreement by Client (including any action taken by an Affiliate of Client or any User that would constitute a breach of this Agreement by Client): (i) all fees related to the Service Subscription, or other suspended services shall be waived for the duration of the suspension and any such waived fees which have been pre-paid shall be refunded to Client; and (ii) in the event of a termination in connection with this section 8.5, Client shall receive a refund of any and all prepaid fees.

9. PROTECTION OF PERSONAL INFORMATION

9.1 Client is Data Controller. In relation to all Personal Information provided by or through Client to Fleet Complete under this Agreement, Client will at all times remain the Data Controller and will be responsible for compliance with all applicable Data Protection Laws. Client warrants that it collects Personal Information lawfully, including with express, unambiguous and informed consent. To the extent that Fleet Complete processes Personal Information in the course of providing the Service and related services under this Agreement, it will do so only as a Data Processor acting on behalf of the Client (as Data Controller) and in accordance with the requirements of this Agreement.

9.2 Fleet Complete's Processing of Personal Information. Fleet Complete shall secure Personal Information with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. Fleet Complete shall only Process Personal Information on behalf of and in accordance with Client's documented instructions and Data Protection Laws for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Client, and its Users and Vehicle Operators in their use of the Service; and (iii) Processing to comply with other documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.

9.3 Technical and Organizational Safeguards. In connection with the provision of the Service, Fleet Complete will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Information by Fleet Complete personnel except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law and upon identification of lawful authority, or (c) as expressly permitted in writing by Client. Fleet Complete shall, in connection with the provision of the Service, comply with Data Protection Laws, as well as the Fleet Complete's Privacy Policy. Fleet Complete shall ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have received appropriate training on their responsibilities and Fleet Complete shall take commercially reasonable steps to ensure the reliability of any Fleet Complete personnel engaged in the Processing of Personal Information.

9.4 Data Breach. Upon becoming aware of any unlawful access to any Personal Information, any unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any Personal Information, or any actual loss of or suspected threats to the security of Personal Information (including any physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a computing device, storage media or printed materials, or other unauthorized access) (each a "Security Incident"), Fleet Complete will promptly notify Client of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Client, but in any event as soon as reasonably possible in the circumstances), and will investigate or perform required assistance in the investigation of the Security Incident and provide Client with detailed information about the Security Incident. Fleet Complete will take all commercially reasonable steps to mitigate the effects of the Security Incident or assist Client in doing so; and will provide prior notice to Client of, and will not undertake any, proposed communications to third parties related to a Security Incident involving Personal Information without Client's prior written approval, not to be unreasonably withheld, conditioned or delayed. Fleet Complete will work with and coordinate with Client on any such notices in any event. Fleet Complete will comply with this Section 8.4 at Fleet Complete's cost unless the Security Incident arose from Client's negligent or willful acts or Fleet Complete's compliance with Client's express written instructions.

9.5 Data Processing Agreement. Where required by applicable law or Fleet Complete, Fleet Complete and Client will enter into a separate data processing agreement governing the processing and protection of Personal Information by Fleet Complete during the provision of the Service to the Client.

10. CLIENT CONFIDENTIALITY OBLIGATIONS

The Service, in particular the Software, including without limitation, the specific design, structure and logic of individual programs, their interactions both internal and external, and the programming techniques employed therein are considered confidential and trade secrets of Fleet Complete and/or its licensors (the "Confidential Information"), the unauthorized disclosure of which would cause irreparable harm to FC. Client shall use the same degree of care and means that it uses to protect its own information of a similar nature, and in any event, shall use reasonable efforts to prevent the disclosure of Confidential Information to any third parties. Client shall not use, reproduce or distribute the Confidential Information other than for the purposes authorized by this Agreement. This confidentiality obligation shall continue to apply to the Confidential Information following the termination hereof, provided that the confidentiality provisions contained herein shall not apply to Confidential Information which (i) was known by Client prior to disclosure, as evidenced by its business records; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the confidentiality provisions contained herein; (iii) was disclosed to Client by a third party, provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; or (iv) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, provided that Client shall give all reasonable prior notice to Fleet Complete to allow it to seek protective or other court orders.

11. LIMITED WARRANTY

11.1 Service Warranty. Fleet Complete warrants that the Service will perform substantially in accordance with the Documentation or other specifications published by Fleet Complete during the Subscription Term. Fleet Complete does not warrant, however, that Client's use of the Service will be uninterrupted, that the operation of the Service will be error-free, that the Service will meet Client's requirements or that all errors will be corrected.

11.2 Warranty Exclusions. This warranty shall not apply if the Service is used on or in conjunction with hardware or programs other than the unmodified version of the hardware and programs with which the Service is designed to be used as described in the Documentation.

11.3 Hardware Warranty. Fleet Complete warrants the Subscribers in accordance with Fleet Complete's Hardware Warranty, a copy of which is available at <https://www.fleetcomplete.com/legal/>.

11.4 No Warranty for Evaluations. IF CLIENT IS EVALUATING THE SERVICE THEN THE SERVICE AND DOCUMENTATION IS PROVIDED TO CLIENT BY FLEET COMPLETE ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND.

11.5 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 11, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING BY LAW, USAGE OF TRADE OR COURSE OF DEALING. Fleet Complete DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENCY, OR OTHERWISE. FLEET COMPLETE DOES NOT OTHERWISE WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

11.6 Internet Connectivity Disclaimer. Fleet Complete makes the Service available for access via the Internet. Client shall provide, at Client's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Service over the Internet. Client acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Service or performance hereunder. Except as expressly set forth herein, Client agrees that Fleet Complete is not responsible for any interference with Client's use of or access to the Service to the extent caused by, arising from or attributable to the Internet.

11.7 Fleet Complete Vision™ Consent, Disclaimer and Limitation of Liability. The Service includes a Third Party Service known as Fleet Complete Vision™ ("Fleet Complete Vision"). If Fleet Complete Vision is activated by Client then Client hereby consents to the collection, storage and use of the video data collected through the use of Fleet Complete Vision as described in the Documentation (the "Fleet Complete Vision Data") by LightMetrics, Inc. ("LightMetrics"), Fleet Complete's licensor of the Fleet Complete Vision software. With respect to Fleet Complete Vision Data, Fleet Complete is the Data Processor and LightMetrics is the sub-processor and Fleet Complete shall cause LightMetrics to collect, store and use Client's Fleet Complete Vision Data in accordance with Client's instructions. In addition, the following disclaimers and limitations on Fleet Complete and its licensor's liability apply. Fleet Complete Vision is only meant to aid and augment the Vehicle Operator's own skill and attention when driving a Vehicle. Fleet Complete Vision's primary function is to alert the Vehicle Operator to certain events described in the Documentation and accordingly, does not replace the Vehicle Operator's requirement to be attentive to the surrounding traffic conditions, and drive in a legal and responsible manner without any distraction of any sort. It is expected that the Vehicle Operators do not rely on the Fleet Complete Vision warnings as a substitute for their own judgement and attention. Certain features may not work in situations such as: (a) where visibility is challenging due to prevailing weather conditions; (b) lanes not being clearly marked or visible; (c) when the Vehicle is following a vehicle other than cars, buses or trucks; (d) when the camera's field of view is occluded; (e) degradation of WiFi connection between camera and mobile device; and/or (f) changes in camera orientation post-installation. Save as otherwise expressly provided herein, under no circumstances will Fleet Complete or its licensors (including LightMetrics) be responsible for any damages or liabilities WHATSOEVER that arise on account of A VEHICLE OPERATOR'S USE OF Fleet Complete VISION.

12. TELECOMMUNICATIONS CARRIERS AND GPS

The Client acknowledges that communication services used in the provision of the Service are provided by third parties and the Client specifically acknowledges and agrees to the following:

(a) Client acknowledges that the Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of the transmission networks. Client agrees that Fleet Complete shall not be responsible for such interruptions of Service or the inability to use the Service.

(b) Fleet Complete may temporarily suspend or permanently terminate the provision of some or all of the Service upon little or no notice in the event that Client violates a telecommunications carrier's acceptable use policy or other network rules and policies.

(c) There must be a relatively clear "line of sight" between the GPS antenna and 4 or more satellites. Objects, such as buildings, overpasses, and other obstructions (such as parking in garages or underground structures) that shield the antenna from a satellite can potentially weaken a satellite's signal such that it becomes too difficult to ensure reliable and/or accurate positioning. These difficulties are particularly prevalent in densely urban areas.

13. IP INFRINGEMENT INDEMNIFICATION

13.1 Fleet Complete Indemnity. Fleet Complete will defend and indemnify Client (including its employees, contractors, officers and directors) against fines, penalties, losses, costs, damages, injuries, claims, liabilities, settlements and expenses (including reasonable legal fees and expenses) arising from third party claims that the exercise of the rights granted hereunder infringes any third-party patent, copyright, or trade secret ("Infringement Claim Liabilities").

13.2 Conditions to Indemnity. As a condition of such obligation to defend and indemnify the Client pursuant to Section 13.1 hereof, Client shall give Fleet Complete prompt written notice of any such claim, and cooperate and provide, at Fleet Complete's expense, reasonable information and assistance in connection with the defense and settlement of such claims. Fleet Complete shall have sole control of the settlement or defense of all infringement claims.

13.3 Exceptions. Fleet Complete shall not be responsible for indemnifying Client to the extent that the infringement claim liability results from (i) compliance with Client's designs, specifications, or written instructions as requested and provided by Client to Fleet Complete; (ii) modification by Client of the Software if such infringement would have been avoided but for such modification; (iii) the combination of Software or Service with equipment or software not authorized or provided by Fleet Complete or otherwise approved by Fleet Complete in the Documentation, if such infringement would have been avoided but for such combination; or (iv) the failure by Client to use an updated or current version of the Service provided by Fleet Complete following notice by Fleet Complete that the previous version of the Service infringes any third party intellectual property right.

13.4 Other Remedies. Without limiting the provisions of Section 13.1 above, and in addition thereto, when notified of an action or motion that seeks to restrict the exercise of any of the rights granted herein, Fleet Complete may, (and in the case of a judgment, order or injunction that restricts the exercise of any of the rights granted herein, shall), in good faith, at its option and expense, (a) obtain the right for Client to exercise their rights in accordance with this Agreement, (b) substitute other non-infringing software with equivalent functional capabilities, (c) modify the Service while retaining equivalent functional capabilities, so that it no longer infringes, or (d) if none of the foregoing are commercially feasible, as determined by Fleet Complete in its sole discretion, terminate the license(s) for such Service and refund to Client that portion of any prepaid subscription Fees that is applicable to the period following the termination of the license pursuant to this Section 13.4.

13.5 Exclusive Remedies. SECTION 13 HEREOF CONTAINS FLEET COMPLETE'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIM LIABILITIES.

14. LIMITATION OF LIABILITY

14.1 Indirect Damages. EXCEPT FOR A BREACH OF SECTION 10 HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING FOR LOSS OF USE, DATA, BUSINESS, LOSS OF GOODWILL, REPUTATION, CREDIT OR PUBLICITY, LOSS OF REVENUE AND INTEREST, PROFITS, OR ANTICIPATED PROFITS AND CLAIMS FOR SUCH DAMAGES BY A THIRD PARTY) RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH DAMAGE WAS REASONABLY FORESEEABLE.

14.2 Direct Damages. EXCEPT FOR CLAIMS MADE UNDER SECTIONS 10 AND 13 OF THIS AGREEMENT, THE TOTAL LIABILITY OF FLEET COMPLETE FOR ANY CLAIM FOR DIRECT DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT FLEET COMPLETE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY THE CLIENT TO FLEET COMPLETE FOR THE SERVICE HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

15. U.S. GOVERNMENT USERS

The Software and Documentation is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement for the Service, Plug-in(s) and Documentation consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Service and related Documentation is further restricted by the terms and conditions of this Agreement. Manufacturer is Complete Innovations Inc., 88 Queens Quay W #200, Toronto, Ontario, Canada, M5J 0B8.

16. EXPORT RESTRICTIONS

The Service and related information are subject to export and import restrictions. By downloading, installing, accessing or using the Service, Client is representing and warranting that it is not located in, under the control of, and is not a national or resident of, any country to which the export of the Service or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. Client also represents and warrants that it is not an entity to which the export of the Service or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. Client shall comply with the export laws and regulations of Canada and the United States that are applicable to the Service and related information and Client shall comply with any local laws and/or regulations within its jurisdiction that may impact its right to export, import, or use the Service or related information, and Client represents and warrants that it has complied with any such applicable laws and/or regulations. The Service shall not be used for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. Client shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Service or related information.

17. SUPPORT

17.1 Support Terms. Support is included in the license fees and is provided by Fleet Complete in accordance with its then-current Support Terms. Fleet Complete's Support Terms are subject to change from time to time in Fleet Complete's sole discretion.

17.2 Exclusions. Fleet Complete will only provide technical support for the Service and not in relation to any other supporting hardware or software. Fleet Complete may assist Client in getting technical support and warranty service for hardware sold by Fleet Complete or its partners.

18. GENERAL PROVISIONS

18.1 Non-Disparagement. Client shall not indirectly or directly, disparage Fleet Complete or any affiliated company, including after termination of this Agreement.

18.2 Orders and Conflicts. In case of conflict between these Master Subscription Service Terms and an Order Form, the terms and conditions contained in the Order Form shall prevail.

18.3 Amendments. No amendment to any portion of this Agreement shall be binding upon the Parties unless in writing signed by both Parties. Except to the extent that Fleet Complete is expressly precluded by applicable law, Fleet Complete further reserves the right to, within its sole discretion, make changes to this Agreement on a prospective basis, including to reflect changes in or required by law (including, changes to ensure the enforceability of this Agreement) or changes in business practices, by providing the Client with reasonable notice of the change either electronically by posting notice of the change at <http://www.fleetcomplete.com/legal> and Client should regularly review that site for changes. If Client continues to use the Service more than sixty (60) days after notice of the change has been given, then Client shall be deemed to have accepted those changes. If Client has a concern about the change(s) please contact legal@fleetcomplete.com within sixty (60) days after notice of the change(s) has been given to inquire as to Client's options.

18.4 Assignment. Neither party may assign the whole or any part of this Agreement without prior written consent by both parties. Notwithstanding the foregoing, either party may assign this Agreement or any of its rights or obligations hereunder to an affiliated entity or to a third party in connection with the sale of all or substantially all of the assigning party's business or assets relating to this Agreement, whether by merger, sale of stock or shares, sale of assets, or otherwise, without the prior written consent of the other party, provided that the assignee agrees to assume all of the assignor's obligations under this Agreement.

18.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes and replaces any prior verbal agreements or other understandings, whether written or oral between the parties.

18.6 Further Assurances. The parties agree to execute such further documents and to perform such further acts, from time to time, as may be necessary or desirable to give full effect to the letter and spirit of this Agreement. Any changes to this Agreement must be authorized and agreed upon by both Parties and documented as amendments to this Agreement.

18.7 Governing Law. If the Client is located in Canada, then this Agreement is to be governed by and construed under the laws of the Province of Ontario. Otherwise, this Agreement is to be governed by and construed in accordance with the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or the transactions contemplated hereunder.

18.8 No Waiver. Any failure by any Party to exercise its rights, powers or remedies hereunder or any delay by such Party in the exercise of any of its rights and remedies hereunder shall not, to the extent permitted by law, operate as a waiver or variation of such or any other right or remedy hereunder.

18.9 Enurement. This Agreement shall be binding upon and enure to the benefit of the respective Parties hereto, their heirs or legal representatives, successors and permitted assignees.

18.10 Language of Agreement. The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English. Any translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties.