

Last Updated: 5/7/2019

Welcome to Truck Hub LLC. Please read these Terms of Service (the “Agreement”) carefully because they govern your use of our products and services.

1. Definitions

- 1.1 **“Account”** means the accounts Customer create, via the Hosted Services, to access Customer Data.
- 1.2 **“Affiliates”** means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.
- 1.3 **“Apps”** means software applications for smartphones and tablets distributed by Truck Hub LLC through Google Play or through the Apple App Store.
- 1.4 **“Customer”** means the company or legal entity for which you are accepting this agreement, and Affiliates of that company or entity.
- 1.5 **“Customer Data”** means data captured by Customer’s use of the Hardware, data entered by Customer into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Truck Hub LLC Software.
- 1.6 **“Firmware”** means software embedded in or otherwise running on the Hardware.
- 1.7 **“Hardware”** means the Truck Hub LLC hardware devices such as gateways, cameras, sensors, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.
- 1.8 **“Hosted Software”** means Truck Hub LLC’s web-based software platform, including the interface accessed online at www.truckhub.io.
- 1.9 **“Order Form”** means the quote describing the purchase of Truck Hub LLC Products and licenses issued by Truck Hub LLC.
- 1.10 **“Products”** means the Hardware, Firmware, Truck Hub LLC Software, Services, and Apps.
- 1.11 **“Refund”** means an amount refunded to the Customer pursuant to the terms of this Agreement determined based on the original purchase price specified in an Order Form, and prorated to the time between (1) receipt by Truck Hub LLC of any notice of termination issued pursuant to this Agreement and (2) the license termination date specified in an Order Form. For the avoidance, a Refund may only be issued as expressly provided hereunder.
- 1.12 **“Truck Hub LLC Software”** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Truck Hub LLC develops or provides in connection with this Agreement.
- 1.13 **“Services”** means the Hosted Software and Support Services that are included with Truck Hub LLC products.
- 1.14 **“Support Services”** means the customer support services described at www.Truckhub.io, and any additional product training, technical services, product documentation available through the Truck Hub LLC website, or other professional services included in Customer’s purchase.
- 1.15 **“Terms”** means the terms contained in this Agreement.

- 2** **Agreement to Terms.** By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this Agreement, you agree to be bound by these Terms. If you don't agree to these Terms, do not use the Products. If you are accessing and using the Products on behalf of a company (such as your employer) or other legal entity which is our Customer, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Services if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.
- 3** **Changes to Terms or Services.** We may modify the Terms at any time, in our sole discretion. If we do so, we will inform you either by posting the modified Terms within the Services or through other communications with you, our Customer. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Services, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Services.
- 4** **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Truck Hub LLC grants Customer a non-sublicensable, non-exclusive, non-transferable license to use and access the Truck Hub LLC Software, until the license term on an applicable Order Form expires or the earlier termination of this Agreement. The Support Services and the Hosted Software SLA at www.Truckhub.io are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware that the Customer purchases is contingent upon Customer purchasing and maintaining a valid license to the Truck Hub LLC Software.
- 5** **License Restrictions.** Customer agrees not to do any of the following without Truck Hub LLC's express prior written consent: (i) resell, white label, or reproduce the Truck Hub LLC Software or any individual element within the Truck Hub LLC Software, Truck Hub LLC's name, any Truck Hub LLC trademark, logo or other proprietary information, or the layout and design of any part of the Truck Hub LLC Software; (ii) access, tamper with, or use non-public areas of the Truck Hub LLC Software, Truck Hub LLC's computer systems, or the technical delivery systems of Truck Hub LLC's providers; (iii) attempt to probe, scan or test the vulnerability of any Truck Hub LLC system or network or breach any security or authentication; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Truck Hub LLC or any of Truck Hub LLC's providers or any other third party (including another user) to protect the Truck Hub LLC Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) unless permitted under applicable law, disassemble, decompile or reverse engineer the Truck Hub LLC Software, in whole or in part, or permit or authorize a third party to do so; (vii) hack into, disable, disrupt, or access without authorization any part of the Services, or attempt any of the foregoing; (viii) attempt to decipher, decompile, disassemble or reverse engineer any aspect of the Truck Hub LLC Software; (ix) impersonate or misrepresent an affiliation with any person or entity; (x) use or access the Truck Hub LLC Software for any competitive purpose; (xi) perform benchmark testing on the Truck Hub LLC Software; (xii) violate any applicable law or regulation; or (xiii) encourage or enable any other individual to do any of the foregoing. Truck Hub LLC has the right to investigate violations of these Terms or conduct that affects the Truck Hub LLC Software. Truck Hub LLC may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.
- 6** **Hardware Installation.** Customer is responsible for installation of the Hardware. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware. If Customer is unable to install the Hardware, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer. Improper installation of the Hardware can lead to damage of the equipment into which Customer are installing or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death.
- 7** **Software Updates.** Truck Hub LLC continuously improves the Products, and may from time to time update the Truck Hub LLC Software and cause Firmware updates to be automatically installed onto Customer Truck Hub LLC Hardware, and update the Apps. Truck Hub LLC may change or discontinue all or any part of the Products, at any time and without notice, at Truck Hub LLC's sole discretion. If we discontinue the Products or Services you have ordered from us, you may request a Refund. Updates may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

- 8** **Payment, Shipping, and Delivery.** The payment and billing terms are set forth in the Order Form. Customer is responsible for all payments of applicable taxes, however designated or incurred under this Agreement, and Customer shall reimburse Truck Hub LLC for any taxes paid or payable on behalf of Customer. All shipments are FOB origin, freight pre-paid and added to the Customer's invoice.
- 9** **Accounts.** Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Truck Hub LLC Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Truck Hub LLC Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Truck Hub LLC and de-activate such Account or change the Account's login information.
- 10.** **Customer Data.**
- 10.1** **Ownership and Usage.** Customer Data is accessible via the Truck Hub LLC Software. Customer owns all Customer Data, and Truck Hub LLC will keep Customer Data confidential. Customer hereby grants to Truck Hub LLC a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Truck Hub LLC will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Truck Hub LLC will not share Customer Data without Customer consent, except when the release of data is compelled by law. Truck Hub LLC may collect analytics, statistics or other data related to the Customer Data and Customer's use of the Truck Hub LLC Software (i) in order to provide the Truck Hub LLC Software to Customer; (ii) for statistical use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Truck Hub LLC Software. Such use shall survive the termination of this Agreement, provided that all used such data is not personally identifiable. Customer may export Customer Data at any time through the export features in the Truck Hub LLC dashboard or via the Truck Hub LLC API. Customer acknowledges that some information may not be exportable via the Truck Hub LLC dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.
- 10.2** **Customer Data Representation and Warranty.** Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents from any employee or third party that are necessary for Truck Hub LLC to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TRUCK HUB LLC AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL PROCEEDING TO THE EXTENT ARISING FROM CUSTOMER'S BREACH OF THIS PROVISION.**
- 11.** **Confidentiality.**
- 11.1** **Confidential Information.** "Confidential Information" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Truck Hub LLC Confidential Information includes information related to any Products, including the pricing thereof, customers, and any data or information that Truck Hub LLC provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Truck Hub LLC for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

- 11.2 Confidentiality Obligations.** The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under this Agreement under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.
- 12. Proprietary Rights.**
- 12.1 Truck Hub LLC Software.** Truck Hub LLC and its licensors exclusively own all right, title and interest in and to the Truck Hub LLC Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Truck Hub LLC Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Truck Hub LLC all right, title, and interest it may have in the Truck Hub LLC Software to Truck Hub LLC and Truck Hub LLC hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Truck Hub LLC does not grant any other licenses or access rights, whether express or implied, to any other Truck Hub LLC software, services, technology or intellectual property rights.
- 12.2 Firmware.** The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Truck Hub LLC retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. The Firmware is protected by United States copyright law and international treaties. Truck Hub LLC reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Truck Hub LLC and its licensors.
- 13 Wifi Data Usage.** Where applicable, any Vehicle Gateway license identified on an Order Form includes up to 500MB per month of WiFi data with the Enterprise License (LIC-VG-ENT) or up to 200MB per month of WiFi data with the Express License (LIC-VG-EXPRESS). Connectivity between the Vehicle Gateway and Truck Hub LLC Services does not count towards the monthly WiFi data provision. Truck Hub LLC reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Truck Hub LLC dashboard.
- 14 Links to Third Party Websites or Resources.** The Services may contain links to third-party websites or resources. Truck Hub LLC provides these links only as a convenience and is not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third-party websites or resources.
- 15 Publicity.** Customer hereby grants Truck Hub LLC permission to use the Company name and logo on Truck Hub LLC's website, customer lists, and marketing materials to list Customer as a customer. However, Truck Hub LLC will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.
- 16. Term.** The term of this Agreement begins upon the Effective Date and shall continue until the expiration of the last active Order Form where the license period ends, Customer stopping use of the Services, Customer deactivating its Accounts, or until otherwise terminated earlier as provided hereunder.
- 16.1 Termination.** We may terminate your access to and use of the Services, at our sole discretion, at any time upon notice to you. However, if we terminate your access to the Services at our convenience and not due to your breach of these Terms, then we will provide you with a Refund.
- 16.2 Effect of Termination.** Upon any termination, discontinuation or cancellation of Services or Account, the following Sections of these Terms will survive: 5 (Restrictions), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term) , 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Truck Hub LLC's data retention and backup policies, Truck Hub LLC shall delete and remove any Customer Data on the Hosted Services.

- 17 **Warranty Disclaimers.** THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, TRUCK HUB LLC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Truck Hub LLC makes no warranty that the Services will meet Customer’s requirements or be available on an uninterrupted, secure, or error-free basis. Truck Hub LLC makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Truck Hub LLC Hardware warranty, please visit www.truckhub.io
18. **Limitation of Liability.**
- 18.1 **No Consequential Damages.** NEITHER TRUCK HUB LLC NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 18.2 **Cap.** EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS CUSTOMER HAS PAID TO TRUCK HUB LLC HEREUNDER, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO TRUCK HUB LLC (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).
- 18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TRUCK HUB LLC AND CUSTOMER.
- 19 **Dispute Resolution.** Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally settled by arbitration in San Francisco, California, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.
- 20 **Governing Law.** This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Services will be the state and federal courts located in San Francisco County, California, United States, and both parties consent to the jurisdiction of such courts with respect to any such actions.
- 21 **General Terms.** These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Truck Hub LLC and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Truck Hub LLC and you regarding the Services, however if an Order Form differs from these Terms then the terms of the Order Form controls over these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Truck Hub LLC’s prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Truck Hub LLC may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Truck Hub LLC under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Truck Hub LLC’s website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

- 21** **(continued...)** Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- 22** **Financed Purchases.** If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim. You acknowledge and agree that when you sign the financing documents with the Lender, the Lender is prepaying for the Products on your behalf and such prepayment is final and cannot be refunded. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Truck Hub LLC as limited by these Terms, or Truck Hub LLC's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in your Financing Agreement you have signed to finance the acquisition of the Products. If you have any claim against or dispute with Truck Hub LLC, you may not take action by reason of such claims to Lender. If you are purchasing through a Lender, Truck Hub LLC may only terminate your access to the Products should you breach these Terms or the terms between you and the Lender. Any refunds issued under this Agreement by Truck Hub LLC shall be remitted to the Lender in reduction of the total number of remaining payments owed by you. Truck Hub LLC shall remit any refunds issued pursuant to the terms of this Agreement to the Lender in reduction of the total number of remaining payments owed by you.
- 23** **Contact Information.** If you have any questions about these Terms or the Services, please contact Truck Hub LLC at info@mytruckhub.com or by mail at 8005 NW 80 ST Unit 1 Miami, FL 33166.