

## Hino Connected Vehicle End User Terms

1. These Hino Connected Vehicle End User Terms (“**Terms**”) and the Hino Connected Vehicle Privacy Policy (“**Privacy Policy**”) (together, this “**Agreement**”) is a binding agreement between you, or the company or organization you represent (“you”) and Hino Motors Canada, Ltd. (“**Hino**”). This Agreement governs your use of the Hino telematics services, which includes all related hardware and software (“**Telematics Device**”) installed on your Hino truck (your “**Hino Truck**”) as well as any software and services made available through the Hino Ultimate Ownership Portal (the “**Portal**”) and the Hino connected vehicle mobile application (the “**Mobile Application**”). The Telematics Device, the Portal, the Mobile Application and the associated data and information are referred to collectively as the “**Services**”.
2. BY CLICKING THE "AGREE" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE ON YOUR BEHALF, OR ON BEHALF OF THE COMPANY OR ORGANIZATION YOU REPRESENT, TO BE BOUND BY THESE TERMS AND OUR **PRIVACY POLICY located at Hino Canada web link here under HINO EDGE Privacy Policy**. YOU REPRESENT AND WARRANT THAT (A) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND, (B) IF YOU REPRESENT A COMPANY OR ORGANIZATION, YOU HAVE THE POWER TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF. TO ACCESS OR USE THE SERVICES YOU MUST AGREE TO THESE TERMS AND OUR PRIVACY POLICY located at **Hino Canada web link here under HINO EDGE Privacy Policy**. IF YOU DO NOT AGREE TO THESE TERMS AND OUR PRIVACY POLICY located at **Hino Canada web link here under HINO EDGE Privacy Policy**, then you are expressly prohibited from accessing and/or using such Services.
3. **Hino Services; License.**
  - a. **Description.** The Services Hino provides you may include (i) information relating to the operation of your Hino Truck, (ii) information relating to the diagnosis and repair of your Hino Truck, and (iii) other information related to your Hino Truck. Hino may from time to time change the Services it provides you. Additional descriptions of the Services are available [www.hinocanada.com](http://www.hinocanada.com) (the “**Website**”). The Services are provided as “Software as a Service” through the Dashboard available at the Website as well as the Mobile Application. Hino may from time to time in its sole, absolute and unfettered discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Hino has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Updates will be deemed part of the Services and be subject to all terms and conditions of this Agreement.
  - b. **License.**
    - i. Subject to the terms and conditions of this Agreement, Hino hereby grants to you a limited, non-exclusive, non-transferable license to: (1) access and use the Services for internal purposes only (2) download and install one copy of the Mobile Application on each permitted device or computer system.
    - ii. Certain of the Services offered by Hino include third-party code licensed to Hino for use and redistribution under open source licenses, including those listed in the attached as Exhibit A and made a part of this Agreement by this reference.

The OSS Software Licenses are made a part of this Agreement by this reference. Notwithstanding anything to the contrary in this Agreement, the provisions of these open source licenses may be applicable to your use of the Services. The list of open source software and licenses was prepared with reference to third-party software incorporated into the Services as of the date the list was generated. The list may be updated by Hino from time to time. ALL INFORMATION RELATING TO THESE OPEN SOURCE LICENSES IS PROVIDED “AS IS,” AND HINO AND ITS SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, REGARDING LIST OR ITS ACCURACY OR COMPLETENESS.

4. **Third Party Telematics Services.** Hino has relationships with third party telematics providers (“**Telematics Providers**”) that, for a fee, may offer services different from Hino or additional to those Hino provides. If you subscribe to services offered by Telematics Providers, the terms of those services will be governed by separate agreements with them. Hino is not liable to you or anyone else for the services provided by Telematics Providers.
5. **Fee for Hino Services.** The Services for the initial term of the Agreement are included in the price when you purchase or lease your new Hino Truck. If you subscribe to services offered by a Telematics Provider, the fees and other terms of service will be established directly between you and the Telematics Provider.
6. **Third Party Service Providers.** Hino uses third party service providers (“**Service Providers**”) and its authorized network of Hino dealers (“**Hino Dealers**”) in providing the Services to you.
7. **Data Management.** Collection, Use and Disclosure. In order to provide the Services to you, Hino, Hino Dealers, and Service Providers must collect, store, use and disclose data and information related to you (“**Personal Information**”) and to your Hino Truck (“**Vehicle Information**”). Personal Information includes, but is not limited to, such categories as name, postal address, email address, employment information, and other similar information that may identify or be linked to you. Vehicle Information includes, but is not limited to, such categories as vehicle identification number, vehicle location, direction of travel, distance traveled, speed, braking, fuel usage, engine performance, systems monitoring and other similar information generated by your Hino Truck. Personal Information and Vehicle Information are collectively referred to as “**Information**”.
8. **CONSENT.** YOU CONSENT TO THE COLLECTION, STORAGE, USE, AND DISCLOSURE OF INFORMATION DESCRIBED IN THESE TERMS AND AS FURTHER DETAILED IN OUR PRIVACY POLICY located at **Hino Canada web link here under HINO EDGE Privacy Policy**. YOUR CONSENT REMAINS EFFECTIVE UNTIL WITHDRAWN IN THE MANNER PROVIDED IN OUR PRIVACY POLICY located at **Hino Canada web link here under HINO EDGE Privacy Policy**. YOU WILL NOTIFY AND OBTAIN CONSENT FROM ANY USERS OR OCCUPANTS OF YOUR HINO TRUCK REGARDING THE COLLECTION, STORAGE, USE AND DISCLOSURE OF INFORMATION UNDER THIS AGREEMENT.
9. **Third-Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services (“**Third-Party Materials**”). Hino is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, quality, or any other aspect thereof. Hino does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
10. **Restrictions on Your Use of Services.** You shall not: (i) modify, translate, adapt, or otherwise create derivative works or improvements, of the Services; (ii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof; (iii) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services, including any copy thereof; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason; (v) use the Services for personal, family or household purposes; (vi) use the Services in any manner that would violate any applicable law, intellectual property, or other third party right.
11. **Reservation of Rights.** You acknowledge and agree that the Services provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under this Agreement, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Hino and its licensors and Service Providers reserve their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
12. **Term and Termination.** The initial term of this Agreement is from the delivery date to the initial end purchaser or for five (5) years from the earlier date you purchase or lease your Hino Truck, and (ii) the date you accept the terms of this Agreement (the “**Term**”). Hino may suspend or terminate this Agreement and discontinue the Services in its sole, absolute and unfettered discretion, at any time without notice and without liability to you. **You**

**may terminate this Agreement and withdraw your consent to Hino's collection, use, storage and disclosure of Information by completing the web form at HinoUltimate.com.** If the Agreement terminates for any reason, you will immediately lose access to the Services and all rights granted to you under this Agreement will also terminate. If the Agreement terminates for any reason and you have not withdrawn your consent as provided above, Hino may continue to collect, use, store and disclose your Information. Termination will not limit any of Hino's rights or remedies at law or in equity.

13. **Sale or Transfer of Your Hino Truck.** If you sell or transfer your Hino Truck or your lease ends, the Services will terminate as described above. You must promptly notify us by sending an email to [ultimatesupport@hino.com](mailto:ultimatesupport@hino.com). Whether we are notified of the sale, transfer, or lease end of your Hino Truck by you or by someone acting on your behalf (such as a Hino dealer or new owner), we will terminate your Services.
14. **Disclaimer of Warranties.** THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HINO, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, HINO PROVIDES NO WARRANTY AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
15. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HINO OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT AND SERVICES FOR: (A) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; (B) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR HINO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnification.** You agree to indemnify, defend, and hold harmless Hino, Service Providers and their respective officers, directors, shareholders, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs (including solicitors' fees and disbursements on a full indemnity basis), and expenses of whatever kind arising from or relating to your use or misuse of the Services or your breach of this Agreement.
17. **Wireless Carrier.** Your use of the wireless service in connection with the Services is further subject to the terms contained in Exhibit B and made a part of this Agreement by this reference.
18. **Third Party Beneficiaries.** All Service Providers shall be deemed to be third-party beneficiaries of the protections of this Agreement. This Agreement does not give you any rights against any Service Provider, however, the protections contained in this Agreement, including without limitation, the disclaimers of warranty, limitation of liability, indemnification extent to Service Providers.
19. **Modification of Agreement.** We may modify the terms of this Agreement by giving you notice. We may give you notice by posting the modified Agreement to HinoUltimate.com. If you do not agree with any modification, you may not use the Services. If you use the Services, your use will be deemed as acceptance of the modified Agreement.
20. **Compliance with Laws.** You will comply with all applicable laws when using the Services.

21. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
22. **Assignment.** Hino may assign this Agreement and/or any rights /obligations under this Agreement without prior written notice to you and without your written consent. You may not assign this Agreement or any rights or obligations under this Agreement without Hino's written consent, which may be withheld in its sole, absolute and unfettered discretion. Any attempted assignment by you will be null and void.
23. **Governing Law.** This Agreement is governed by and construed in accordance with the laws in effect within the Province of Ontario, without giving effect to any choice of law provision. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services shall be instituted exclusively in the appropriate City of Toronto courts.
24. **Entire Agreement.** These Terms and our Privacy Policy constitute the entire agreement between you and Hino with respect to the Services and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.
25. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

## Exhibit A

### List of Open Source Software

<b>Open Source Software</b>	<b>Software Description</b>
Linux BSP (kernel & drivers)	Community Linux modification by Pengutronix

## Exhibit B

### Wireless Carrier Pass-through Terms Addendum

1. You have no contractual relationship with, and are not a third-party beneficiary of, any agreement between Hino and the wireless service carrier. You agree that neither the wireless service carrier nor Hino will have any legal, equitable or other liability of any kind to you.
2. Subject to portability rules (if any), you have no property or other rights in any assigned number and such number can be changed at any time.
3. You understand Services may be temporarily refused, interrupted, curtailed and/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/or repairs of transmission network. You agree that neither the wireless service carrier nor Hino will be responsible for such interruptions of the Services or the inability to use the Services within or outside the authorized areas.
4. You understand that the Services cannot be used to place E911 calls.
5. You understand that the wireless service carrier or Hino cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services.
6. You understand and agree that the liability and obligations of Hino to you under the Hino Connected Vehicle End User Terms for the Services may be strictly controlled and limited by the wireless service carrier's tariff, if any, and all applicable laws. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, your exclusive remedy and the total liability of the wireless service carrier, Hino, and/or any supplier of services to Hino arising in any way in connection with the Hino Connected Vehicle End User Terms, for any cause whatsoever, including, but not limited to, any failure or disruption of the Services provided, will be limited to payment by Hino of damages in an amount equal to the amount charged to you, if any, for the Services provided under Hino Connected Vehicle End User Terms. In no event will Hino and/or the wireless service carrier be liable for any cost, delay, failure or disruption of the Services, lost profits, or incidental, special, punitive or consequential damages.
7. Hino and/or the wireless service carrier will not be liable for the failure or incompatibility of any equipment in connection with the Services or changes in the network that may adversely impact the service you receive. You will use any equipment at your own risk.
8. You will indemnify, defend and hold Hino, the wireless service carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including solicitors' fees and disbursements on a full indemnity basis), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with the Hino Connected Vehicle End User Terms; the provision or use of the Services; or the use, failure to use or inability to use the Services. This provision will survive the termination of the Hino Connected Vehicle End User Terms.
9. You acknowledge that the Hino Connected Vehicle End User Terms are assignable by Hino.
10. Service may be temporarily suspended or permanently terminated without consent or notice if Hino's agreement with the wireless service carrier is terminated for any reason, or you violate the network rules and policies. You waive any and all claims against the underlying wireless service carrier, including any roaming carrier, for such suspension or termination.
11. You will not engage in any prohibited usage, including:
  - a. Using the Services for machine to machine based remote monitoring to provide life-sustaining medical care for any individual, including without limitation, in health care and assisted living environments;

- b. Using, or attempting to use, the Services for voice communications on a non-T-Mobile(US) / Telus (Canada) branded (white label) SIM card, or in any manner that creates, or appears to create a new "brand" of wireless service;
- c. Using the Services for monitoring third parties without their permission, including, but not limited to, prisoner and parolee monitoring;
- d. Using the Services to make E911 calls;
- e. Using the Services to enable a voice line of service except as specifically detailed in this Agreement.; and
- f. Using the Services for any other purpose prohibited under applicable laws.