

## Mobilisights API Terms

In addition to the terms and conditions in the Connect ONE General Conditions of Use and Sale ("**Agreement**"), these API Terms also govern access and use of the Mobilisights API.

1. **Definitions.** Terms that are capitalized but not defined in these API Terms are as defined in the Agreement. In addition, "**Customer Applications**" means any application Systems used or developed by Customer to interact with the Mobilisights API or provide access to any Vehicle Data.
2. **License Grants.** Subject to and conditioned on Customer's compliance with all terms and conditions set forth in these API Terms and the Agreement, Mobilisights hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable service term to use the Mobilisights API solely for provision of Vehicle Data in connection with the purchase of the Fleet Management Data Pack. Customer acknowledges that there are no implied licenses hereunder, and Mobilisights reserves all rights that are not expressly granted. Customer must obtain an API key through Mobilisights' registration process and must only use the Mobilisights API key to access the Mobilisights API. Customer shall not share its Mobilisights API key with any third party and shall keep its Mobilisights API key and access credentials strictly confidential and secure. Mobilisights may revoke Customer's Mobilisights API key at any time.
3. **Use Restrictions.**
  - 3.1 Customer shall not: **(a)** copy, modify, or create derivative works of the Mobilisights API, in whole or in part; **(b)** rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make the Mobilisights API available to any other Person; **(c)** reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Mobilisights API, in whole or in part; **(d)** remove any proprietary notices from the Mobilisights API; **(e)** use the Mobilisights API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property right or other right of any Person, or that violates any applicable law; **(f)** combine or integrate the Mobilisights API with any software, technology, services, or materials not authorized by Mobilisights; **(g)** design or permit Customer Applications to disable, override, or otherwise interfere with the operation of the Mobilisights API; **(h)** use the Mobilisights API in any Customer Applications to replicate or attempt to replace the user experience of the Mobilisights API and data offerings; or **(i)** attempt to conceal Customer's identity or the identity of Customer Applications when requesting authorization to use the Mobilisights API.
  - 3.2 In addition, Customer shall not use the Mobilisights API (a) in violation of applicable law or (b) in connection with: (i) spyware, adware, or other malicious programs or code, (ii) counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email or spam, (iii) multi-level marketing proposals, (iv) hate materials, (v) hacking, surveillance, interception, or descrambling equipment, (vi) materials or content that is/are libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive, (vii) stolen products or items used for theft, (viii) hazardous materials, or (ix) any illegal activities.
4. **Customer Applications.** Customer agrees to monitor the use of Customer Applications for any activity that violates applicable laws, rules, and regulations or any terms and conditions of these API Terms or the Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and to promptly block any users engaged in such conduct from accessing or using Customer Applications. Customer shall provide a resource for users of Customer Applications to report abuse of Customer Applications. As between Customer and Mobilisights, Customer is responsible and liable for all acts and omissions relating to, and/or use of, Customer Applications. Further, Customer is responsible and liable for all acts and omissions of any Person using the Mobilisights API under Customer's account or on Customer's behalf, including Customer's Representatives. Customer is solely responsible for posting any privacy notices and obtaining any Consents from users of Customer Applications required under applicable law.
5. **No Support; Updates.** Mobilisights may, in Mobilisights' sole discretion: **(a)** provide support for the Mobilisights API; **(b)** modify the Mobilisights API (each, an "**Update**"); and **(c)** require Customer to obtain and use the most recent version of the Mobilisights API. Updates may adversely affect how Customer Applications communicate with the Mobilisights API. Customer shall make any changes to the Customer Applications that are required to maintain the compatibility of Customer Applications with the Mobilisights API, in each case, at Customer's sole cost and expense. Customer's continued use of the Mobilisights API following an Update constitutes binding acceptance of the Update, including any new or modified terms that may accompany the Update.

6. **Intellectual Property Ownership; Feedback.** As between Customer and Mobilisights, **(a)** Mobilisights owns all rights, title, and interest, including all intellectual property rights, in and to the Mobilisights API; and **(b)** Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Applications. Customer shall use reasonable efforts to safeguard the Mobilisights API from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify Mobilisights if Customer becomes aware of any infringement of any intellectual property rights in the Mobilisights API and fully cooperate with Mobilisights in any legal action that Mobilisights may take to enforce its rights. Customer and Customer's employees, contractors, and agents may provide Mobilisights with comments, questions, suggestions, recommendations, or other feedback concerning the Mobilisights API or any of Mobilisights' offerings ("**Feedback**"). All Feedback is and will be treated as Mobilisights' confidential information, and Customer hereby assigns to Mobilisights on Customer's behalf, and on behalf of Customer's employees, contractors, and agents, all rights, title, and interest in and to, and Mobilisights is free to use, without any attribution or compensation to Customer or any other Person, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose.
7. **Modifications.** Mobilisights may, in its sole discretion, modify these API Terms. These modifications will take effect when Customer uses an Update that accompanies the modified API Terms. The modified API Terms will be placed on this website, and Customer is responsible for reviewing and becoming familiar with any such modifications.