

Terms of Data Exchange Agreement (City of Hamilton – Geotab Inc.)

Data Use Agreement

- 1) This Agreement establishes the terms and conditions under which City of Hamilton (Client) and Geotab can acquire and use data from the other party. Either party may be a provider of data to the other or a recipient of data from the other.
 - a) The confidentiality of data pertaining to individuals will be protected as follows:
 - b) The data recipient will not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal the identity of individuals.
 - c) The data recipient will not release individual addresses, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal individual addresses.
- 2) Both parties shall comply with all Federal (*Personal Information Protection and Electronic Documents Act*), Provincial and Municipal (*Municipal Freedom of Information and Protection of Privacy* and the *Personal Health Information Protection Act*) laws and regulations governing the confidentiality of the information that is the subject matter of this Agreement.
- 3) The data recipient will not release data to a third party without prior approval from the data provider.
- 4) Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in this Agreement.
- 5) At Client's request, Geotab shall return all data and information and copies thereof to Client.
- 6) All performance data and test results relating to the Traffic App are the Confidential Material of Geotab; and Client will not publish or disclose them to any third party. Without limiting the foregoing, Client agrees that it and its employees who participate in the Project, will not disseminate, publish, or otherwise communicate any review, account, description, or other information concerning the Traffic App, except directly to Geotab unless Geotab expressly agrees in writing that Client or the individual employee may do so.
- 7) While it is the intention of both Geotab and Client to complete the Project, both parties recognize that there are technical obstacles and internal business considerations that may necessitate terminating the Project.

- 8) This Agreement will terminate when either Geotab or Client gives the other at least two (2) weeks advance written notice that the Agreement is terminated.

Confidentiality.

- 1) In connection with the Project, Geotab does not want to receive, and Client agrees not to disclose to Geotab, any information that is confidential or proprietary to Client or others, other than the de-identified Hamilton Data which Geotab acknowledges is proprietary to Client. Geotab agrees to use the Hamilton Data only for the Project.
- 2) Client will be provided or granted access to information and materials of Geotab, including information and materials of third suppliers, that are considered to be confidential or proprietary (collectively, "Confidential Materials"). Client agrees that it will not disclose or make available any Confidential Materials to any other person or entity or make use of any of Geotab's Confidential Materials for any purpose except: (a) as specifically authorized in writing by the Geotab; and (b) on a confidential and restricted basis, to its employees who have a reasonable need to know or have access to such information and materials in connection with, and only for use for, the Project.
- 3) Without limiting the foregoing, Client acknowledges that as a participant in the Project and in particular as a participant in the beta testing, Client will be given Geotab confidential trade secret information. Specifically, Client agrees that the characteristics, performance, and potential shipment date of the Traffic App, the Traffic App itself (including all software and any documentation) are all Confidential Materials and constitute trade secrets of Geotab.
- 4) In no event will Client use, directly or indirectly, the Geotab Confidential Materials to develop, manufacture, market, sell, or distribute any product or service competitive with the Traffic App.
- 5) Client acknowledges and agrees that Geotab's Confidential Materials constitute scientific, technical or commercial information supplied in confidence, the disclosure of which could reasonably be expected to prejudice significantly the competitive position of, and /or result in undue loss to, Geotab

Beta Testing

- 1) Geotab agrees that it will not use the names of Client's employees or agents participating in the testing, or reference Client in any promotions, press releases, public relations, advertisements, or other sales and marketing activities in connection with the Traffic App without Client's express written permission.
- 2) This Agreement, and participation in the beta test, does not obligate Geotab to release the Traffic App for commercial sale or make it otherwise available. At the conclusion of the Project, if Client has significantly contributed to the beta testing, if Geotab

proceeds to develop the Traffic App for commercial release, Client may receive the Traffic App as released for commercial licensing at a discounted licensing fee. Offer of the discounted licensing fee is solely at the discretion of Geotab and certain restrictions will apply. The Traffic App delivered under this option shall be subject to the Geotab's standard licensing agreement, a copy of which will be provided with the released Traffic App.

Ownership and Intellectual Property Rights

- 1) Geotab acknowledges that it does not have, and is not claiming, any ownership rights in the Hamilton Data as provided to it pursuant to the Agreement.
- 2) Client understands and agrees that all intellectual property, including without limitation all methodologies, algorithms, formulas, procedures, tools, software, aggregated data, work papers, concepts, ideas, inventions, know-how, patent, copyright, trademark, trade design, trade secret, and other intellectual property that Geotab creates or acquires, or has created or acquired, while engaged in the Project or otherwise ("Intellectual Property Rights"), are and shall be the exclusive property of Geotab or its third party licensors.
- 3) Without limiting the foregoing, Client understands and agrees that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that is provided, or which is made available, to Geotab (whether directly or indirectly) related to the Project may be used by Geotab for any purpose and shall become Geotab's exclusive property without any obligation or payment or attribution to Client or to anyone else.

General Terms

This Agreement shall be governed by and construed in accordance with the laws in effect in the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. Each of the parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts in the Province of Ontario, in any action or proceeding arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection it may have to the designating of venue in the foregoing courts and any claim that an action or proceeding brought in such a court has been brought in an inconvenient forum. Each party knowingly, voluntarily, and intentionally waives its right to a trial by jury to the extent permitted by applicable law in any action or other legal proceeding, whether in contract, tort or otherwise, arising out of or relating to this Agreement.