

## OnCommand® Connection (OCC) and Electronic Driver Log (EDL) Terms of Service

Last Updated: October 19, 2017

Please read these Terms of Service (the "Terms") carefully because they govern your use of OCC Technologies, LLC ("OCC" also referred to herein as "us" or "our") Services (as defined below). By using our Services, you and your business agree to be bound by these Terms, with your agreement being further specified in Section 2 (referred to as "you", "your" or "User" hereinafter). Please contact us with any questions at [oncommandconnection.com](http://oncommandconnection.com) (the "Site"). The contracting entity that you are contracting with is OCC Technologies, LLC or its local (to You) affiliate, or assignee or designee (collectively, "OCC"). There is no limit or restriction on OCC to assign its rights and responsibilities under these Terms. If you previously agreed to similar Terms with Navistar, Inc., you agree to the assignment of Navistar's rights and responsibilities under those previous terms and conditions to OCC Technologies, LLC.

### 1. Description of Service

1.1. The "Service(s)" means OnCommand® Connection electronic logs and fleet management software, Electronic Driver Log (EDL), Trailer Tracking, or other applications or functionality that OCC offers (including the Site, our mobile device application ("App"), and any software embedded in the Electronic Logging Device) ("Software"), the hardware (including the Electronic Logging Device, cables, display devices, and accessories) ("Hardware"), and all of Our Content (as defined below). The Services does not include Your Data (as defined below) or any software application or service that is provided by you or a third party, which you use in connection with the Services, whether or not OCC designates them as official integrations (each a "Non-OCC Product"). Any modifications and new features added to the Services are also subject to these Terms. All rights, title and interest in and to the Services and its components (including all intellectual property rights) will remain with and belong exclusively to OCC, including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, de-identified and aggregated data collected by the Services, and information or other materials that are posted, generated, provided or otherwise made available by us through the Services ("Our Content").

### 2. Agreement to Terms

2.1. BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS INCLUDING ANY POLICIES OR OTHER TERMS REFERENCED IN OR INCORPORATED BY THESE TERMS (SUCH AS THE PRIVACY POLICY). BY ACCEPTING THESE TERMS, SIGNING UP FOR AN ACCOUNT (AS DEFINED BELOW) OR BY EXECUTING AN ORDER FORM, OR ANY OTHER FORM OF ORDERING THE PREMIUM SERVICES, THAT REFERENCES THESE TERMS, YOU AGREE TO THESE TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

2.2. PLEASE BE AWARE OF THE AGREEMENT TO ARBITRATE LOCATED IN SECTION 13 OF THESE TERMS, AS IT REQUIRES ARBITRATION TO RESOLVE DISPUTES, IN MOST CASES, ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS AND CLASS ACTIONS.

### 3. Your Access and Use of the Services

3.1. You may access and use the Services only for lawful, authorized purposes and you shall not misuse the Services or Hardware in any manner (as determined by OCC in its sole discretion). See Section 11 below for further provisions outlining prohibited uses of the Services. You shall comply with any codes of conduct, policies, storage limitations, or other notices OCC provides you or publishes in connection with the Services from time to time, but if any of those policies materially change the Terms, we will provide you with reasonable notice as provided in Section 5 below.

3.2. Any Software or Hardware or any of Our Content that may be made available by or on behalf of OCC in connection with the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to these Terms, OCC only grants you a personal, non-sublicensable, non-exclusive and revocable license to use the object code of any Software solely in connection with the Service. Any rights not expressly granted herein are reserved.

3.3. Subject to your compliance with these Terms, OCC grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App. OCC reserves all rights in and to the App not expressly granted to you under these Terms.

3.4. You may not share your Account information with, or allow access to your Account by, any third party. You are solely responsible for all activity that occurs under your access credentials, whether or not a third party accesses your Account.

3.5. Notwithstanding Section 3.4, you may allow other certain authorized users (e.g. employees, independent contractors, and other third parties) (collectively, "End Users") to access the Services in accordance with these Terms. To the extent that you create any Accounts for other users of the Services, direct us to create any Accounts for End Users, or allow End Users to access the Services, you are responsible for all End Users' activity and ensuring that they are in compliance with these Terms.

3.6. You may specify certain End Users as "Administrators" through the administrative console. Administrators may have the ability to access, disclose, restrict or remove Your Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts. OCC's responsibilities do not extend to the internal management or administration of the Services, and you are responsible for all Administrators' activities and ensuring that they are in compliance with these Terms.

3.7. To the extent that you allow End Users and Administrators to access the Services or create, or direct us to create, any Accounts for other users, you are responsible for (i) maintaining the confidentiality of usernames and passwords, (ii) managing access to End User Accounts and other Accounts which you

create, and (iii) ensuring that all End Users and users of other Accounts which you create are in compliance with these Terms.

3.8. To the extent that you allow End Users to use the Hardware, you are solely responsible for such End Users' use of the Hardware, including any damage to or misuse of such Hardware.

3.9. You agree to prevent any unauthorized access or use by End Users or other users of Accounts and terminate any unauthorized use of or access to the Services.

3.10. You may not sell, resell or lease the Services unless you have entered into a separate written agreement with OCC to do so.

3.11. You shall promptly notify OCC if you learn of a security breach related to the Services.

3.12. You assume sole responsibility for your driving logs and for complying with all state and federal regulation including, but not limited to, Federal Motor Carrier Safety Administration Hours of Service of drivers using the Services or Hardware.

#### 4. Your Data, Your Privacy, Your Ownership of Your Data, and Licenses for Our Use of Your Data

4.1. "Your Data" means any data and content you create, post, upload, transmit or otherwise make available via the Services (which may include data you elect to import from Non-OCC Products you use). "Your Data" includes logs you create, location coordinates that are collected, messages you send, documents you upload, profile information and anything else you enter or upload into the Service. OCC will use commercially reasonable efforts to ensure that all facilities used to store and process Your Data meet a high standard for security.

4.3. Your acceptance of these Terms does not grant us full ownership of all of Your Data. As between OCC and you, you are only granting us the rights and licenses necessary to provide our Services to you and any other services for which you have signed up through any of our resellers, business partners and affiliated businesses. In order for us to provide the Services to you, we need to be able to transmit, store and copy Your Data in order to display it to you and to those with whom you share it, to index it so you are able to search it, to make backups to prevent data loss, to send your submissions and messages through our platform, and so on.

For example, if you submit documents or send messages to a Fleet User (as defined herein), you are granting us a royalty-free, perpetual, sublicensable, irrevocable and worldwide license for us to transform, modify, reproduce, display, perform and distribute such documents and messages for your and the Fleet User's use of the Services.

Your acceptance of these Terms gives us the permission to do so and grants us any such rights and licenses necessary to provide the Services to you, and any other services or products for which you have signed up through any of our resellers, business partners and affiliated businesses. For example, if you have agreed to share any of Your Data, or any other data we collect in connection with your use of the Services, with one of our partners or affiliates or other third party, you grant us the rights and licenses to share or deliver such data. This permission includes allowing us to use third-party service providers (such as Amazon Web Services) in the operation and administration of the Services and the rights granted to us are extended to these third parties to the degree necessary in order for the Services to be provided.

If you authorize a third party to receive Your Data, we may provide Your Data to a third party. If we have an agreement with such third party to market the Services or otherwise provide services or products to you, either jointly or separately, we may rely on a representation from that third party that you have authorized such third party to receive Your Data.

For clarification purposes, you grant us the necessary licenses to Your Data for us to create aggregated and de-identified data for our use in providing the Services and otherwise. Notwithstanding anything else in these Terms, we may use and sell such aggregated and de-identified data, which is compiled from our users, and does not directly identify you, for any purpose we see fit. You acknowledge that OCC under its OnCommand Connection, EDL, Trailer Tracking Apps and other OCC Apps and Software will collect telematics information from a number of customers and that OCC may release such telematics information to vehicle component or system suppliers without restrictions. In this case, Your Data may be identifying. OCC may also release the telematics information to other third parties in a compiled, aggregate, or conclusory form in such a way that you or your individual telematics information will not be individually identified. You acknowledge that OCC may allow your designated dealer(s), resellers or OCC business partners and affiliated businesses access to the OnCommand Connection, EDL, and Trailer Tracking Apps and Software to view Your Data. In addition, Your Data may be used for purposes of remote tracking and/or vehicle repossession, meaning to determine the location of a vehicle upon a change in loan status, where such vehicle secures collateral for a loan issued by OCC, Navistar, Inc., Navistar Financial Corporation, or any of their business partners, affiliates or subsidiaries, for the purpose of confiscating the vehicle.

4.4. You are solely responsible for your conduct (including by and between all users), the content of Your Data, and all communications with others while using the Services. You represent and warrant that you own all Your Data or you have all rights that are necessary to grant us the license rights in Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data, nor any use of Your Data by OCC on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. We are not responsible for the accuracy, appropriateness, or legality of Your Data or any other information you and your users may be able to access using the Services. Should you be in violation of these Terms, we have the right to remove any of Your Data causing such violation.

4.5. The Services provide features that allow you and your End Users to share Your Data and other materials with others. When you choose to share Your Data through our Services, you are granting us the necessary rights and licenses to do so.

4.6. While you retain ownership in all rights to your feedback and suggestions, you agree that by submitting suggestions or other feedback regarding our Services or OCC, OCC may use such feedback for any purpose without compensation to you. We appreciate all of your feedback and suggestions, and you can submit feedback by emailing us at [eld@Navistar.com](mailto:eld@Navistar.com).

## 5. Changes and Modifications to These Terms

5.1. We may modify these Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site or through other communications. It's important that you review the modified Terms because if you continue to use the Services after we've let you know that the Terms have been modified, 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 no longer use the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## 6. Limitations on Services and Third-Party Relationships

6.1. OCC is not a party to any relationships or agreements between you and any third parties for the performance of any duties between the parties, and does not have control over and disclaims all liability for the quality, timing, legality, failure to provide, or any other aspect whatsoever of any professional duties performed by you or other users of the Services. OCC acts only as an interface to facilitate -- not to direct or control -- communications between users of OCC's Services.

## 7. Who May Use the Services

7.1. You may use the Services only if you are 18 years or older and capable of forming a binding contract with OCC and are not barred from using the Services under applicable law.

7.2. If you want to access and use the Services, you'll have to create an account ("Account"). You can do this via the Services. It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

## 8. Warnings and Awareness About Connections Between Drivers and Companies

8.1. The Services enable a commercial motor vehicle driver ("Driver") to connect directly with a motor carrier ("Company"), allowing Drivers to send messages and automatically share their driving logs, documents, location information (including remote tracking of a vehicle) and other data ("Driver Data") with the Company. When Drivers connect with a Company through the Services, the Company's employees and other third parties who are also connected to that Company ("Fleet Users") may access Driver Data for all Drivers who are connected to that same Company.

8.2. If a Driver connects with a Company, the Driver should be aware that the Driver's Driver Data will be automatically shared with that Company and its Fleet Users and that Company and its Fleet Users will be able to send messages to that Driver. Please consider carefully the parties with whom you choose to connect and what you choose to share. OCC's role in this process is solely to provide the technology and platform that enables these Services. Please see Sections 3 & 4, above, and Section 11, below, as well as

the rest of these Terms, for further specific provisions outlining your responsibility for anything shared through the Services.

### 9.3. Terms Related to Hardware Devices; Limited Hardware Warranty

9.3.1. Delivery. Please refer to your Order Form and further communications with OCC regarding the estimated time of delivery of the Hardware. OCC is not liable for any delayed or late delivery of the Hardware.

9.3.2. Installation. You are solely responsible for installing the Hardware in accordance with OCC's written instructions. You acknowledge that you're aware that in order to install the Hardware you may choose to drill holes in your vehicle, and you agree that OCC is not liable for any cost, expense, liability or damages arising from the installation of the Hardware. OCC is not responsible for any damage arising from installation of the Hardware that does not follow OCC's written instructions.

9.3.3 Material Defects; Limited Hardware Warranty. If you report to us, in writing, a material defect in the Hardware, we will run a diagnostic test of the Hardware. If we determine that there is a material defect in the Hardware, we will send you replacement Hardware or repair such material defect in the Hardware. Within thirty (30) days of receipt of the replacement Hardware you must, at your own expense, uninstall, package and return the defective Hardware to OCC. This Limited Hardware Warranty is effective only for a period of 12 months from your initial activation. You agree that your only remedy for such a defect is your right to replace or repair the Hardware as set forth herein and/or a Material Defects Refund as provided in this paragraph, if applicable.

9.3.4 Limitations on the Material Defects Refund. The Material Defects Refund policy in Section 9.3.3 is null and void in the event of (a) any alteration, modification or special configuration or installation or deinstallation of the Hardware, the Software or the embedded software without following OCC's written instructions; (b) accidents affecting the Hardware or Software, misuse, tampering with, abuse, neglect or damage of the Hardware or Software; (c) use of the Services not in the ordinary course of your business operations; (d) connecting the Hardware to an improper voltage supply; (e) water, weather or physical damage; or (f) use of the Hardware with accessories and/or devices which are not approved by OCC.

9.3.5. Replacement Cables. Each set of Hardware is delivered with one set of cables (each an "Original Cable Set") for use with the Hardware. In the event that, within thirty (30) days of receipt of an Original Cable Set, you discover that we have sent you either a defective Original Cable Set or an Original Cable Set that is incompatible with your vehicle(s) due to our error in interpreting the cable set which you specified, you may, within thirty (30) days after receipt of the Original Cable Set, request a replacement set of cables without charge (each replacement set a "Replacement Cable Set"). If after thirty (30) days of receipt of the Original Cable Set, you request a Replacement Cable Set, we will charge you thirty dollars (\$30) for each such Replacement Cable Set that we deliver to you. If the Original Cable Set is the incorrect cable set for your vehicle(s) due to no fault of OCC, you may order cable sets from us, and we will charge you thirty dollars (\$30) for each extra cable set delivered to you. We reserve the right to charge these fees to the Payment Method that you have on file with us.

9.3.6. Customer Service. In the event the Hardware does not operate, please contact us by emailing us at [oncommandconnection@Navistar.com](mailto:oncommandconnection@Navistar.com) or by calling us at 1-888-661-6272 (menu option 3).

#### 9.4. Limited Hardware Warranty; Disclaimers

9.4.1. We warrant that during the applicable subscription term, the Hardware will be free of defects in materials and workmanship under normal use and service and shall substantially conform with instruction manuals, user guides, and other information provided by OCC, or posted to its website, provided that such warranty is limited by these Terms; provided, however, that the remedies provided for in this Section 9 and the Limited Hardware Warranty, if applicable to you, are the only remedies available for defective Hardware.

9.4.2. The Hardware connects to the battery of your vehicle and consumes a small drain on your vehicle's battery, which may adversely affect your vehicle while not in operation. OCC is not liable for any consequences of the battery drain associated with use of the Hardware or the Services.

9.4.3. The warranties provided herein and any remedies for such warranties are null and void in the event of (a) any alteration, modification or special configuration or installation or deinstallation of the Hardware, the embedded software or the Software without following OCC's written instructions; (b) accidents affecting the Hardware or Software, misuse, tampering with, abuse, neglect or damage to the Hardware or Software; (c) use of the Services not in the ordinary course of your business operations; (d) connecting the Hardware to an improper voltage supply; (e) water, weather or physical damage; or (f) use of the Hardware with accessories and/or devices which are not approved by OCC.

#### 10. Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

#### 11. Subscription Plans – You will have one of two subscription plans

11.1 24 Month – Under this plan you will receive a 24 month subscription with your device with the following terms:

11.1.1 The cost of the subscription under this plan is included in the price of the EDL unit and may not be separately cancelled. No refund is available under this plan.

11.1.2 At the end of the 24 months, the subscription will auto-renew for another 24 months

11.1.3 Customers under the 24 month plan, will receive an email 7 days prior to the subscription that will allow them the opportunity to not auto-renew their subscription for the additional 24 months

11.2 Month to Month Subscription – Under this plan, you will pay for the EDL device and receive one month's subscription upfront

11.2.1 After the initial month, there will be auto-renews monthly for the next month's service.

11.2.2 Customers under the Month to Month plan will receive an auto-renewal email 7 days prior to the end of the then current billing month that will allow them the opportunity to not auto-renew their subscription for the additional month. Any cancellation notice will be effective at the end of the month that has been paid for and no refunds will be available for the previous service.

## 12. General Prohibitions

12.1. IT IS STRICTLY FORBIDDEN TO USE THE OCC APP WHILE DRIVING.

12.2. You further agree not to do any of the following:

12.2.1. Post, upload, publish, submit or transmit anything that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

12.2.2. Use, display, mirror or frame the Services, or any individual element within the Services, OCC's name, any OCC trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without OCC's express written consent;

12.2.3. Access, tamper with, or use non-public areas of the Services, OCC's computer systems, or the technical delivery systems of OCC's providers;

12.2.4. Attempt to probe, scan, or test the vulnerability of any OCC system or network or breach any security or authentication measures;

12.2.5. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by OCC or any of OCC's providers or any other third party (including another user) to protect the Services;

12.2.6. Attempt to access or search the Services or download any Software or Our Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by OCC or other generally available third party web browsers;

12.2.7. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

12.2.8. Use any meta tags or other hidden text or metadata utilizing a OCC trademark, logo, URL or product name without OCC's express written consent;

12.2.9. Use the Services for the benefit of any third party or in any manner not permitted by these Terms;

12.2.10. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or the Hardware;

12.2.11. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

12.2.13. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

12.2.14. Impersonate or misrepresent your affiliation with any person or entity;

12.2.15. Violate any applicable law or regulation; or

12.2.16. Encourage or enable any other individual to do any of the foregoing.

12.3. Although we're not obligated to monitor access to or use of the Services or to review or edit any of Services or Your Data, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any of Our Content or Your Data, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any of Our Content or Your Data to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### 13. Additional Terms for Apple Apps

These Terms apply to your use of all the Services, including the iPhone and iPad applications available via the Apple, Inc. ("Apple") App Store (each an "App Store App"), but the following additional terms also apply to App Store Apps:

(i) Both you and OCC acknowledge that the Terms are concluded between you and OCC only, and not with Apple, and that Apple is not responsible for App Store Apps or the Content;

(ii) The App Store Apps are licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

(iii) You will only use the App Store Apps in connection with an Apple device that you own or control;

(iv) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Apps;

(v) In the event of any failure of the App Store Apps to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the App Store App;

(vi) You acknowledge and agree that OCC, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the App Store App;

(vii) You acknowledge and agree that, in the event of any third party claim that the App Store App or your possession and use of the App Store App infringes that third party's intellectual property rights, OCC, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

(viii) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

(ix) Both you and OCC acknowledge and agree that, in your use of the App Store App, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

(x) Both you and OCC acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

#### 14. Arbitration Agreement, Dispute Resolution and Releases

PLEASE READ THIS SECTION CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS AND YOUR RIGHT TO FILE A LAWSUIT IN COURT, YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

Unless otherwise agreed to by both parties in writing, you and OCC agree that, in order to expedite and control the cost of any disputes, any legal or equitable claim arising out of or relating in any way to your use of the Services, or any use of the Services by a user to whom you provide access to your Account, or arising out of or relating to these Terms and the Hardware Warranty ("Claim") will be resolved as follows:

14.1. Informal Dispute Resolution. Except with respect to Claims listed in Section 13.6, below, you and OCC agree to attempt to resolve any disputes informally before initiating any arbitration or other formal proceedings, and neither of us may start an arbitration or other formal proceeding for at least sixty (60) days after you contact us or we contact you regarding any dispute ("Informal Negotiation Period").

14.2. Agreement to Arbitrate. If such dispute is not resolved within sixty (60) days, you or OCC may initiate a formal arbitration proceeding in accordance with the terms in this Section 13. Except with respect to Claims listed in Section 13.6, below, you and OCC agree to resolve any Claims relating to or arising from the Services, these Terms or the Hardware Warranty through final and binding arbitration in accordance with the terms in this Section 13.

14.3. Arbitration Notice. If either you or OCC chooses to start an arbitration proceeding, the party initiating the proceeding will send a notice of its Claim ("Arbitration Notice") to the other party. You will send your Arbitration Notice by email to [oncommandconnection@navistar.com](mailto:oncommandconnection@navistar.com) and by U.S. mail to:

OCC Technologies, LLC  
2701 Navistar Drive,  
Lisle, IL 60532

14.4. Arbitration Procedures. Any arbitration proceedings between you and us will be conducted under the commercial rules then in effect for the American Arbitration Association ("AAA"), except with respect to the provision of this agreement which bars class actions in Section 13.8 and any specific rules and procedures explicitly discussed in this Section 13.4. The award rendered by the arbitrator(s) shall include costs of arbitration, reasonable costs of expert and other witness and reasonable attorneys' fees. Please see this link for the AAA's current rules and procedures or contact the AAA at 1-800-778-7879.

14.5. Non-Appearance-Based Arbitration Option. Except with respect to the exceptions to arbitration below in Section 13.6, for Claims where the total amount of the award sought in arbitration is less than \$10,000, the parties may mutually choose non-appearance-based arbitration. If non-appearance-based arbitration is mutually elected, the arbitration will be conducted online, by telephone, and/or solely based on written submissions to the arbitrator. The specific manner shall be chosen by the party initiating arbitration. Non-appearance-based arbitration involves no personal appearances by parties or witnesses unless otherwise mutually agreed to by the parties.

14.6. Exceptions to the Agreement to Arbitrate.

14.6.1. Notwithstanding the foregoing, the Arbitration Notice requirement and the Informal Negotiation Period do not apply to either law suits solely for injunctive relief to stop unauthorized use of the Services or lawsuits concerning copyrights, trademarks, moral rights, patents, trade secrets, claims of piracy or unauthorized use of the Services.

14.6.2. Either you or OCC may assert claims which qualify for small claims court in Chicago, IL.

14.7. Opting Out of the Agreement to Arbitrate. You have the right to opt-out and not be bound by the binding agreement to arbitrate provided in these Terms by sending written notice of your decision to opt-out to [oncommandconnection@navistar.com](mailto:oncommandconnection@navistar.com) AND by U.S. Mail to OCC Technologies, LLC, 2701 Navistar Drive, Lisle, IL, 60532. In order for your opting out to be valid, your notice must be sent within thirty (30) days of first using the Services.

14.8. No Class Actions. Unless you and OCC agree otherwise, you may only resolve disputes with us on an individual basis. Class actions, class arbitrations, private attorney general actions and consolidations with other Claims are not allowed. Neither you nor OCC may not consolidate a Claim or Claims as a plaintiff or a class member in a class action, a consolidated action or a representative action.

14.9. Consent to Jurisdiction. If the agreement to arbitrate provided for in these Terms is found not to apply to you or your Claim, or if you or OCC challenges any arbitration award or seeks to have an arbitration award enforced, you and OCC agree that any judicial proceeding will be brought in the federal or state courts located in Chicago, Illinois. You and OCC consent and agree to both venue and personal jurisdiction in the federal and state courts located in Chicago, IL.

14.10. Release from Third-Party Claims. Because OCC is not party to any agreements between you and any third parties or involved in the completion of any associated professional services, in the event that you have a dispute with one or more other Drivers, Fleet Users or Companies or other third parties, as applicable (each, an "Other Party"), you agree to address such dispute directly with the Other Party in question and you release OCC (and our officers, directors, agents, investors, subsidiaries, and employees from any and all claims, demands, or damages (actual or consequential)) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

15. Links to Third Party Websites or Resources

15.1. The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those

websites or resources or links displayed on such sites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

## 16. Termination

16.1. These Terms will continue in full force and effect unless and until your Account or these Terms are terminated as described herein.

16.2. We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending an email to us at [oncommandconnection@Navistar.com](mailto:oncommandconnection@Navistar.com). Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of the Terms that should, by their nature, survive termination of this Terms will survive termination. Such provisions include, but are not limited to: Your Data, Your Privacy, Your Ownership of Your Data, and Licenses for Our Use of Your Data; Disclaimers; Indemnity; Limitation of Liability; Arbitration Agreement, Dispute Resolution and Release; General Terms; and provisions related to ownership.

16.3. All accrued rights to payment shall survive termination of the Terms.

16.4. Notwithstanding Section 15.2, please be aware that once your Account has been terminated, we no longer have any obligation to maintain or provide Your Data, and we may delete or destroy all copies of Your Data in our possession or control, unless legally prohibited.

## 17. Disclaimers

17.1. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND THE HARDWARE LIMITED WARRANTY, IF APPLICABLE TO YOU, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. OCC EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY DRIVER, FLEET USER, COMPANY OR OTHER THIRD PARTY. Except with respect to the limited warranty contained herein and in the Limited Hardware Warranty, if applicable to you, we make no warranty that the Software or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any of the Services, Software or anything shared by any users of the Services or Software.

17.2. You are solely responsible for your interactions with other users on the Services. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Services.

17.3. Neither OCC nor its affiliates or licensors is responsible for the conduct of any user of OCC's Services. Your use of the Services and your use of Your Data in connection with the Services and performance of and participation in any professional services is at your sole risk and discretion and OCC hereby disclaims any and all liability to you or any third party relating thereto.

## 18. Limitation of Liability

18.1. NEITHER OCC NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, HARDWARE, SOFTWARE OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY PERSONAL INJURY, EQUIPMENT DAMAGE, LOSS OF USE, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, 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 OCC 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 TO YOU.

18.2. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, OCC DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY PROFESSIONAL SERVICES PERFORMED BY USERS OF OUR SERVICES IN CONNECTION WITH THEIR USE OF THE SERVICES. OCC WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES ARISING OUT OF THE MISUSE OF YOUR USER CONTENT BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, OTHER USERS WITH WHOM YOU HAVE CONNECTED THROUGH THE SERVICES OR ENTERED INTO AN AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF PROFESSIONAL SERVICES. IN NO EVENT WILL OCC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE GREATER OF THE TOTAL AMOUNT OF FEES RECEIVED BY OCC FROM YOU FOR THE USE OF PREMIUM SERVICES DURING THE PAST SIX (6) MONTHS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN OCC AND YOU.

18.3. Any cause of action related to the Services or the Terms must commence within one (1) year after the cause of action arises. Otherwise, such cause of action is barred permanently.

## 19. Indemnity

19.1. You will indemnify, defend and hold harmless OCC and its officers, directors, employees and agents, from and against, and covenant not to sue them for any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Our Content; (ii) Your Data; (iii) your performance of or participation in professional services in connection with your use of the Services or Our Content; or (iv) your violation of these Terms. OCC reserves the right to control and conduct the defense of any matter subject to indemnification under these Terms. If OCC decides to control or conduct any such defense, you agree to cooperate with OCC's requests in assisting OCC's defense of such matters.

## 20. General Terms

20.1. Integration. These Terms, the Privacy Policy, and, if you have purchased Hardware from OCC, the Hardware Warranty and Hardware Purchase Policy, constitute the entire and exclusive understanding and agreement between OCC and you regarding the Services, and supersede and replace any and all prior oral or written understandings or agreements between OCC and you regarding the Services. 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.

20.2. Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without OCC's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. OCC 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.

20.3. Governing Law. The Terms and the relationship between you and OCC shall be governed by the laws of the State of Illinois, without regards to its conflict of laws principles.

20.4. Notices. Any notices or other communications provided by OCC under these Terms, including those regarding modifications to these Terms, will be given by OCC: (i) via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

20.5. Waiver and Severability. OCC's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of OCC. 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. If any of these Terms are unenforceable, it will not affect the enforceability of the rest of the Terms.

20.6 Applicability. All of the Terms herein may not be applicable to designated dealer(s), authorized resellers or OCC business partners and affiliated businesses of the OnCommand Connection, EDL, or Trailer Tracking product, Hardware, Software or App.

20.6 EXPORT CONTROL - These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

## 21. Contact Information

If you have any questions about these Terms or the Services please contact us at [oncommandconnection@Navistar.com](mailto:oncommandconnection@Navistar.com) or at 2701 Navistar Drive, Lisle, IL, 60532.