



MAPANYTHING, INC. LIVE OPERATOR AGREEMENT FOR ONSTAR[®]

By using MapAnything Live for OnStar, Customer acknowledges and agrees to be bound by the terms and conditions of this MAPANYTHING, INC. LIVE OPERATOR AGREEMENT FOR ONSTAR[®] (“**Operator Agreement**”). If Customer does not accept the terms of this Operator Agreement, do not use MapAnything Live for OnStar.

MapAnything may modify all or any part of this Operator Agreement from time to time. Customer is encouraged to check back often so it is aware of its current rights and responsibilities. We recommend that Customer print a copy of the Operator Agreement for future reference. Customer’s continued use of the Remote API Services after changes to the Operator Agreement have been published constitutes Customer’s binding acceptance of the updated terms. If at any time the terms and conditions of the Operator Agreement are no longer acceptable to Customer, Customer should immediately discontinue using MapAnything Live for OnStar.

1. USE OF REMOTE API SERVICES WITH END USER’S PARTICIPATING VEHICLE

MapAnything, Inc. (“**Service Recipient**”) is using the Remote API Services with the End User’s Participating Vehicle(s). For purposes of this Operator Agreement, “**Remote API Services**” means OnStar, LLC’s (“**OnStar**”) application programming interface(s) generally made available to Service Recipient that allow Service Recipient, or any authorized third parties, to receive End User Data and issue commands to a Participating Vehicle through OnStar’s connectivity system in accordance with this Agreement. “**Participating Vehicle**” means any vehicle produced by General Motors and owned or leased by Customer for which Service Recipient is authorized to access the Remote API Services. “**OnStar Services**” means those services that OnStar makes available to End Users of vehicles from time to time, including services that allow End Users to view vehicle status and diagnostic information and remotely send commands to vehicles, as further described on <https://www.onstar.com>. “**End User**” means a natural person who uses or operates any Participating Vehicle at any time pursuant to this Operator Agreement. “**End User Data**” means any information relating to (a) an identified or identifiable natural person, or (b) an identifiable Participating Vehicle, when any of the information described in (a) or (b) is collected, accessed, obtained, used, disclosed or stored by, through or in connection with the Remote API Services. For purposes of clarification, as used in this Operator Agreement, identifiable Participating Vehicle information, within the definition of End User Data, refers to Participating Vehicle information that can be used to identify an End User.

2. OPERATION OF REMOTE API SERVICES

- 2.1** The Remote API Services are turned on all the time, even when other OnStar-branded services or any other media in the Participating Vehicle is turned off.
- 2.2** The Remote API Services may send vehicle tracking and other information to Service Recipient on a regular and continuous basis.

- 2.3 The information that is sent to Service Recipient through the Remote API Services may include information about the Participating Vehicle, its features, systems, diagnostics, location, speed, heading and timestamp.
- 2.4 Service Recipient can send messages to a Participating Vehicle through the Remote API Services that may include commands to lock, unlock, and start a Participating Vehicle, and may send navigation destinations to hardware on the Participating Vehicle.
- 2.5 The Remote API Services are separate from the OnStar Services that End User is receiving. These terms and conditions apply to Service Recipient's use of the Remote API Services for Participating Vehicles.
- 2.6 Service Recipient is solely responsible for its use of the Remote API Services, any information it accesses or collects, and any commands it sends or fails to send through the Remote API Services.
- 2.7 End Users do not have an expectation of privacy as to Participating Vehicle-related information, including but not limited to, Participating Vehicle operation information, collision information, and Participating Vehicle location, speed, and direction of travel.

3. SEAT BELT STATUS

3.1 **Permitted Uses**

Service Recipient may use Seat Belt Status in its services solely as part of Customer's driver safety programs. These services may enable Customer to view the success rate of its safety programs, identify drivers that may require coaching or training, reinforce their safety policies, and include other features and functionalities in support of their safety programs. Specifically, Seat Belt Status provided shall include:

- 3.1.1 Usage percentage of a Participating Vehicle's operator only (measure if seatbelt was on or off) – latch/unlatch;
- 3.1.2 Number of alerts per fleet team; and
- 3.1.3 Number of alerts per Participating Vehicle operator.

3.2 **Prohibited Uses**

Service Recipient is not permitted to allow Customer to use Seat Belt Status for any of the following:

- 3.2.1 Employee accident investigation;
- 3.2.2 As a rationale for employee termination or suspension;
- 3.2.3 Monitoring seatbelt usages of persons in the Participating Vehicle, other than the End User; or
- 3.2.4 Any other uses unless expressly permitted under this Operator Agreement.

3.3 **Non-Disclosure**

Service Recipient will not disclose Seat Belt Status associated with Customer's Participating Vehicles to any party other than that Customer or a third party to whom Customer authorizes disclosure, unless any disclosure is compelled under court order or applicable law.

4. WAIVER OF LIABILITY

Customer acknowledges and agrees that OnStar and its affiliates are not responsible in any way to Customer for any liability related directly or indirectly to (a) the Remote API Services or (b) Service Recipient's use of the Remote API Services for Customer's Participating Vehicles. OnStar and its affiliates are not responsible for Service Recipient's use of the Remote API Services, any information Service Recipient accesses or collects and any messages Service Recipient sends or fails to send through the Remote API Services. Customer agrees that OnStar, LLC is a third-party beneficiary to this Operator Agreement.