

Premium Connectivity Subscription Agreement

Last Updated: 10/4/2020

Introduction

This "Agreement" is between you, the license owner or lessee ("you" or "your") and Grantey, Inc. ("Grantey", "we", "us" or "our"). It is effective on the date you subscribe to Premium Connectivity (by electronic acceptance).

This Premium Connectivity Subscription Agreement is the agreement between you and Grantey for the subscription of Premium Connectivity (the "Service") for your Grantey license, or account, (the "License"). When ordering the Service on our website, you agreed to these full Terms & Conditions regarding your use of the Service. Immediately below is a summary of some of the information therein, but is not a substitute for the Terms & Conditions.

By entering into this Agreement, you agree to the following:

- All accounts will come with Standard Connectivity, but Premium Connectivity is an added service
- The features included in Premium Connectivity are subject to change
- Premium Connectivity is grandfathered at no charge for the lifetime of all new accounts purchased on or before June 30, 2018; however, if the License is returned or traded back to Grantey, we reserve the right to charge for the Service
- Premium Connectivity is grandfathered at no charge for the lifetime of all used accounts purchased on or before January 8, 2020; however, if the License is returned or traded back to Grantey, we reserve the right to charge for the Service
- Not all features will be supported on some accounts due to regulations
- You will only use the Service when it is safe and legal to do so, and in compliance with this Agreement (and will ensure the same for additional users)
- We may suspend, modify or terminate the Service at any time and you will not be entitled to a refund
- You may cancel the Service at any time and you will not be entitled to a refund
- You cannot transfer the Service to another person or another License without our prior consent, use it for commercial purposes or re-sell it
- You are responsible for maintaining your License in good working order so that the Service can be provided
- You may not use the Service for illegal, fraudulent or abusive purposes
- Information collected to provide the Service will be handled in accordance with our Privacy Policy
- The Terms & Conditions for any applicable Wireless Service Provider are separate and we are not bound by or responsible for them
- The Service is provided "as is" without warranties of any kind and can be limited or discontinued entirely because of technological changes or other circumstances
- We may update or modify the software used to provide the Service at any time, and we may do this remotely without notifying you or seeking your consent
- If a dispute arises, it will be resolved through arbitration
- We can modify these Terms & Conditions at any time and such modifications will become effective upon posting on the website or if we notify you, then at the time of notification

Terms & Conditions

Premium Connectivity is available to many Grantey accounts through a paid subscription. Information about the Service is available at Grantey's website.

Agreement to Terms

1. In order to use the Service, you must agree to these Terms & Conditions. Before we provide you with the Service, we may require that we have a valid credit card on file for you. You will be bound by these Terms & Conditions if: (i) you order the Service through Grantey's website; (ii) your License purchase or lease agreement contains a provision that says you agree to these Terms & Conditions; or (iii) you or someone you authorize to use your License and the Service uses the Service or accepts any of its benefits. Once you accept these Terms & Conditions, you are responsible for your own compliance with these Terms & Conditions and for compliance by occupants of your License and anyone using the Service or your account, whether or not authorized by you.

Changes to Terms & Conditions

2. We can change these Terms & Conditions; change, add or delete Services or the features included therein; and change the prices we charge for the Service, at any time. Any change in prices for your Service will not take effect until the current month has expired. We will notify you of such change by posting the amended terms on our website and/or on your Grantey Account. It is your responsibility to review these Terms & Conditions periodically.

Payment Provisions

Third Party Charges

- You are responsible for paying directly to third parties all charges for services furnished by them directly to you that are not expressly covered by your Service. This Agreement shall have no effect on the terms and conditions of any agreement that you have entered into with a third party.

Taxes and Surcharges

- Service Rates do not include certain taxes and surcharges that may apply to your Service. To the extent applicable, as determined by us in our sole discretion, in addition to Service Rates, we may charge state and local sales taxes, surcharges for federal and state Universal Service Fund contributions, and state and local 911 or other emergency service fees. In addition to all applicable Service Rates, you agree to pay all taxes and surcharges charged to you by us, which will be added to your bill.

Your Agreement to Pay

- You are responsible for paying all amounts due on time and in full and to keep an active credit card on file with us. We will debit your monthly payment from this credit card on the monthly anniversary of the effective date of this Agreement. All charges (including all Service Rates, taxes and surcharges) will be charged in advance of the term to which they apply and are non-refundable. We may terminate or suspend your Service without notice to you, if your credit, charge or debit card provider refuses a charge from us or if such card has otherwise expired. Even if we terminate or suspend your Service, you will still be responsible for any charges due at the time of such suspension or termination.
- You expressly consent and authorize us to: (1) verify, either ourselves or through third parties, your credit, charge or debit card information; (2) receive updated account information from the financial institution issuing your credit, charge or debit card; (3) review your credit history and obtain credit reports to determine your creditworthiness; (4) charge all amounts for which you are responsible to the credit, charge or debit card account number you have provided. We will only use this

information in connection with determining whether to provide you with or charging you for the Service.

Termination, Suspension, Reactivation, Change and Transfer of Service

- Suspension or Termination
- We can decide to either suspend or terminate the Service without warning, or issue a warning, at any time for any reason in our discretion, including for network or system maintenance, improvement, congestion, or failure or if we suspect your Service is being used for any unauthorized or inappropriate purpose, as a result of your breach of these Terms & Conditions or for reasons unrelated to you or your account with us. If suspension or termination of the Service occurs for any reason, you acknowledge and agree that you may not be able to access the Service.
- If we elect to terminate your Service, you will not be entitled to any refunds or credits regardless of the reason for such termination.
- Cancellation by You
- You may cancel the Service at any time through your Grantey Account or by contacting our Customer Support team and notifying us that you want to cancel the Service. In no event will you be entitled to a refund.
- Reactivation of Service
- You do not have any right to have your Service reactivated, even if you cure any of the issues that resulted in the termination or suspension of your Service. It is solely our decision as to whether to allow you to have Service again. If we do decide to reactivate your Service, we have the right to charge a reactivation fee.
- Transfer of Service, Sale of License, Termination of Lease
- The Service is not transferrable to any future owner of the License.
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- You must notify us if you sell or transfer your License or end its lease. If you fail to notify us, you will remain responsible for all charges for any Service incurred in connection with such License. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your system before you sell or transfer your License.

3. Your Responsibilities

- Your Responsibility for the Proper Operation of Your License and Proper Use of the Service
YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR ANY RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SERVICE IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER OCCUPANT OF YOUR VEHICLE) FOLLOW INSTRUCTIONS FOR USE OF THE SERVICE AND EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC AND ALL OTHER APPLICABLE LAWS AND REGULATIONS, WHEN OPERATING YOUR VEHICLE; USING THE EQUIPMENT AND SERVICE; AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICES (OR THE ROUTING AND DIRECTION DATA YOU RECEIVE) IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES.
- Your Responsibility for Maintaining Your License
- In order for us to provide the Service, your License must be in good working order and your License must have a working electrical system and adequate battery power. The Service may not work if you try to modify or add any equipment or software in or to your License that is not expressly authorized by us or is not compatible with the Service. You are solely responsible for the proper maintenance of your License and its systems.
- No Commercial Use or Resale of the Service
- The Service, including the messages, data, information, content, or other material provided as part of the Service, are provided only for your non-commercial use, and not for re-sale. Certain information you receive through the Service belongs to us (or other third parties) and may be

subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You may not (and may not permit or cause any other party to) sell or resell or otherwise use the Service or any information provided through the Service for commercial purposes, nor may you reproduce, copy, modify, attempt to reverse engineer, make derivative works from or otherwise display or distribute information provided through the Service.

Events Beyond Our Control

4. Various conditions beyond our control may prevent or delay us from providing Service to you, or affect the quality of the Service. Some examples are atmospheric, geographic, or topographic conditions (such as tall buildings, hills or tunnels), damage to or failure to maintain your License or the equipment in good working order, government laws, rules or regulations, failure, congestion or outages of utility or wireless networks (including interruption of cellular service), war, act of God, natural disaster, inclement weather, and labor strikes. In the event of any of the foregoing, we may, in our discretion, suspend or terminate the Service, without notice to you and without any liability. We are not responsible for delay or failure in providing Service due to conditions beyond our control and you are not entitled to credit or refund as a result of any such delay or failure.
5. In the event of any regulatory, governmental or other legally-compelled changes, or discontinuation or change of necessary telecommunications systems and services (e.g., if our Wireless Service Provider terminates or restricts wireless services of the type used by your License's Equipment), you are solely responsible for replacing, as well as the cost of replacing, any Equipment that is necessitated as a result of such change or discontinuation, except that if such change occurs during your License's base warranty period, while you will still be responsible for the cost of such replacement, we will be responsible for obtaining and providing you with the necessary replacement materials (if applicable).

Disclaimer of Warranties

TESLA DOES NOT WARRANT OR GUARANTEE THAT SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR TO ANY GEOGRAPHIC LOCATION, OR THAT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY OR ERROR. NEITHER WE NOR ANY OF OUR SERVICE PARTNERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED ABOUT (1) THE EQUIPMENT OR ANY OTHER HARDWARE OR SOFTWARE USED WITH THE SERVICE, (2) THE SERVICE, (3) NONINFRINGEMENT, OR (4) ANY DATA OR INFORMATION OR OTHER SERVICES PROVIDED THROUGH THE SERVICE. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF SECURITY, TITLE, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS OF SERVICE. WE EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.

6. The only warranties applicable to the Equipment in your License are those extended as part of your purchase or lease of your License. Such warranty does not cover the Service, in whole or in part.

Limitation of Liability

7. BY ENTERING INTO THESE TERMS OF SERVICE OR BY USING THE SERVICE, YOU ARE WAIVING IMPORTANT RIGHTS, AND YOU ARE PROVIDING YOUR EXPRESS CONSENT TO VARIOUS ACTIONS TO BE TAKEN BY US, TESLA ENTITIES AND OUR SERVICE PARTNERS (AS DESCRIBED HEREIN).

8. Neither we, nor any Grantey Entity nor our service partners assume any risk or responsibility for your use of the Service, or any of the information or other content provided as part of the Service. You acknowledge and agree that neither we, any Grantey entity, nor any of our service partners are liable for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third-party, by buildings, hills, tunnels, network congestion, atmospheric conditions, acts of God or natural disaster or by any other conditions or circumstances out of our control (as further described above in Section 6 of these Terms & Conditions).
9. In addition, neither we, any Grantey entity nor our Service Partners are liable (1) for our inability to contact any service partner or other party in any particular situation (including any emergency personnel), (2) for any act or omission of any other company furnishing a part of our Service or any equipment provided for such Service, (3) for errors or omissions of any vendors, dealers or manufacturers participating in offers made through us, or (4) for any damages that result from or arise out of the use, installation, repair or maintenance by you (or by any person you authorize) of the Service, or any product or service provided by or manufactured by third parties.
10. IF WE, ANY TESLA ENTITY AND/OR ANY OF OUR SERVICE PARTNERS ARE FOUND TO BE LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT THE MAXIMUM, AGGREGATE LIABILITY OF US, ANY TESLA ENTITY AND OUR SERVICE PARTNERS TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER ANY THEORY OR FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED UNDER THESE TERMS OF SERVICE, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE SERVICE RATES CHARGED TO YOU FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM FOR THE PERIOD OF SERVICE DURING WHICH ANY RESULTING DAMAGES OCCURRED. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, NOR ANY TESLA ENTITY, NOR ANY SERVICE PARTNER WOULD HAVE AGREED TO PROVIDE THE SERVICE OR EQUIPMENT TO YOU WITHOUT YOUR AGREEMENT TO THIS LIMITATION. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE DAMAGES CAP SET FORTH IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE LIABILITY OF US, ANY TESLA ENTITY AND OUR SERVICE PARTNERS TO YOU.
11. IN NO EVENT SHALL WE, ANY TESLA ENTITY OR OUR SERVICE PARTNERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR, AND YOU CANNOT RECOVER ANY, (A) PUNITIVE, EXEMPLARY, TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE (REGARDLESS OF WHETHER WE, ANY TESLA ENTITY OR OUR SERVICE PARTNERS HAVE BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR); OR (B) ATTORNEY'S FEES. YOU AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED ABOVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.
12. You understand and agree that the Grantey entities, shall have no legal, equitable, or other liability of any kind to you in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise relating to or arising from the Service and you waive any and all such claims or demands. If any Grantey entity or any of our other service partners is involved in any problem, you also agree to any limitations of liability that such entity imposes on its customers.

Indemnification; Release

13. You agree to indemnify and hold harmless us, each Grantey entity and each of our service partners, and each of our or their respective affiliates, officers, directors, agents, partners and employees, from and against any and all liabilities, settlements, penalties, claims, causes of action, and demands (including any costs, expenses, or attorneys' fees on account thereof) (collectively "Claims") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages or injuries (including without limitation Claims for libel, slander, or any property damage, personal injury or death), arising in any way, directly or indirectly, in connection with your (or any occupant of your License) violation of these Terms of Service or your (or any occupant of your License) alteration, use counter to instructions, misuse or failure to use the Service or its relevant equipment.
14. You agree that the limitations of liability and indemnities in these Terms & Conditions will survive even after your Service has terminated. These limitations of liability apply not only to you, but to anyone using your License, the Service, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to any Service we or our service partners provide.
15. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE TO RELEASE US, EACH TESLA ENTITY AND EACH SERVICE PARTNER FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SERVICE AND/OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR DATA COMPROMISE, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SERVICE, EVEN IF CAUSED BY THE NEGLIGENCE OF US, ANY TESLA ENTITY OR ANY OTHER SERVICE PARTNER, OR THE MALFUNCTION OF THE RELATED EQUIPMENT. YOU AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU.

Agreement to Arbitrate

Please carefully read this provision, which applies to any dispute between you and Grantey, Inc. and its affiliates (together "Grantey").

16. If you have a concern or dispute, please send a written notice describing it and your desired resolution to support@grantey.com.
17. If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Grantey will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.
18. We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.
19. The arbitrator may only resolve disputes between you and Grantey and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Grantey products. In other words, you and Grantey may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

20. If you prefer, you may instead take an individual dispute to small claims court.
21. You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Grantey, Inc.; 1318 Warnall Ave. Los Angeles, CA 90024, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Software

22. We use software in connection with the Service. We own or have rights to all such software and you do not acquire any rights in such software other than the right to use such software as reasonably necessary for you to use the Service as permitted in your Terms & Conditions. We may update or modify the software contained in your License from time to time, and we may do this remotely without notifying you or seeking your consent. These software updates and modifications may affect or erase data that you have previously stored on the equipment in your License (such as specific route or destination information). We are not responsible for any lost or erased (or otherwise affected) data and you are solely responsible for the data that you may have downloaded, uploaded, transmitted or otherwise stored from, to, on or through the equipment or Service.
23. You understand that software available is dependent on account configuration and geographical region, which may affect your access to the Service and/or any of its features.
24. Additional Terms
 - Governing Law
 - The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor accounts that is nearest to your address that you input onto our website when placing this order.
 - Entire Agreement
 - These Terms & Conditions is the entire agreement between you and us. It supersedes all other agreements, communications or representations, oral or written, between us, past or present. We are not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, concerning or relating to the Service provided to you pursuant to these Terms & Conditions, unless such statements, agreements, representations warranties or covenants are expressly contained in or incorporate by these Terms & Conditions.
 - Survivorship
 - Even after your Service has ended and unless it has been replaced by a new agreement expressly entered into by and between us, the provisions of these Terms & Conditions shall survive.
 - Waiver; Severability
 - No waiver of any part of these Terms & Conditions, or of any breach of it, in any one instance will require us to waive any other instance or breach. If any part of these Terms & Conditions is declared invalid or unenforceable, all other parts of these Terms & Conditions are still valid and enforceable.
 - Assignment
 - We can assign these Terms & Conditions, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion.