



## Exhibit A – INTELLITIRE STANDARD TERMS AND CONDITIONS

Version Effective February \_\_, 2022

By executing an IntelliTire End User Order Form (an “**Order**”) making reference to these IntelliTire Standard Terms and Conditions (the “**Terms**”), Customer agrees that these Terms govern its purchase (if applicable), receipt and use of the hardware, software, equipment, and other products and services set forth in such Order or otherwise provided to Customer pursuant to such Order (collectively, the “**Products and Services**”) by Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company (“**Company**”) and the Company’s authorized reseller identified on the Order, if applicable (“**Reseller**”), and that these Terms together with such Order and each other document directly or indirectly incorporated by reference herein (collectively, the “**Agreement**”) constitute a binding contract obligating Customer for the benefit of Company and Reseller, if applicable, upon Customer’s execution of the Order and acceptance of such Order.

### 1. Definitions.

- a. “**Company Software**” means all computer software proprietary to Company or its affiliates that is included in or delivered or made available to Customer as part of the Products and Services. Company Software includes access to any platform required for Customer to use the Products and Services.
- b. “**Customer**” means the party executing an Order as identified therein.
- c. “**Customer Data**” means (a) all data, information and content or materials, regardless of the form or media in which such items are held collected, downloaded or otherwise received directly or indirectly from Customer or a user by or through the Products and Services; and (b) any related output as a result of and/or as part of the Products and Services. Personal Data is a subset of Customer Data.
- d. “**Effective Date**” means the effective date set forth in the Order.
- e. “**Initial Term**” means the initial term of the Agreement as set forth in the Order.
- f. “**Feedback**” means any communications or materials Customer or any of its employees or contractors provide to Company or Reseller, if applicable, by mail, email, telephone, or otherwise, suggesting changes to the Products and Services, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like.
- g. “**Fees**” means all amounts payable pursuant to the Order or as otherwise set forth herein, together with any taxes accruing with respect thereto for which Customer is responsible, pursuant to the terms of the Agreement.
- h. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs. Malicious Code does not include the

ability of Company to remotely access, monitor, update, suspend operation of or disable any System or Software.

- i. **“Personal Data”** means all information relating to identified or identifiable individuals received from Customer or a user or otherwise obtained by Company or Reseller, if applicable, in connection with this Agreement or to which Company or Reseller, if applicable, has access while providing the Products and Services under this Agreement.
  - j. **“Reseller”** means the authorized reseller of the Products and Services that is identified on the Order, if applicable. Any such Reseller is an intended third party beneficiary of the terms hereof.
  - k. **“System”** means, as the context may dictate, an individual computer, mobile device or other component of hardware, equipment or technology, together, as may be applicable, with any related peripherals, provided to Customer as part of the Products and Services, and whether purchased by Customer or leased or loaned to Customer by Company or Reseller, if applicable.
  - l. **“Third Party Materials”** means any hardware, software or other materials not proprietary to Company that constitute a part of or are incorporated in any part of the Products and Services.
- 2. Products and Services.** Company (directly or acting through Reseller, if applicable) will provide the Products and Services to Customer in accordance with the terms of this Agreement and the applicable Product and Service Descriptions and Additional Terms, copies of which are available at [http://\[URL\]](http://[URL]) (collectively, as applicable, the **“Product and Service Descriptions”**). If the Customer is subscribing to the IntelliTire platform and will be accessing Geotab, use of those Geotab products and services is conditioned on Customer's acceptance of the Geotab end user agreement, available at [www.geotab.com](http://www.geotab.com). Customer's use of those products and services will be deemed acceptance of the Geotab end user agreement.
- 3. Term and Termination.**
- a. **Renewal.** The Agreement will continue in effect for the duration of the Initial Term and thereafter renew as set forth in the Order.
  - b. **Termination.** Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party if such material breach remains uncured sixty (60) days after the date of written notice thereof (or five (5) days in the case of payment default by Customer) from the non-breaching party.
  - c. **Effect of Termination.** Accrued payment obligations, in addition to any other amounts to be paid, reimbursed or otherwise retained by Company pursuant to the Agreement, together with any provisions which by their nature should survive, will survive any termination or expiration of this Agreement. Termination or expiration of this Agreement for any reason shall not release either party from any liability which has already accrued as of the effective date of such termination or expiration, and shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any remedies or claims, whether for damages or otherwise, which a party may

have hereunder, at law, equity or otherwise or which may arise out of or in connection with such termination or expiration. Upon the termination or expiration of the Agreement, Customer will cease all use of any Company Software and will remove all such Company Software from any systems owned or controlled by Company (or Company will terminate Customer's access to any platform required to use the Products and Services), and Customer will return, at its cost, and in accordance with Company's instructions, all hardware, equipment and other materials in its possession that are the property of Company (if any).

#### 4. **Fees and Payment Terms.**

- a. **Fees.** Customer will pay the amounts set forth in the Order for the Products and Services. Any one-time Fees are billed as set forth in the Order (or if the Order is silent, immediately upon the Effective Date). Any recurring Fees are billed in advance on the Effective Date and when and as they come due in accordance with the terms of the Order (or if the Order is silent, annually in advance upon each anniversary of the Effective Date).
  - i. For Direct Sales (no Reseller specified on the Order): All amounts due under the Order will be due and payable directly to Company.
  - ii. Reseller Sales Only: All amounts due under the Order will be due and payable to Reseller unless Customer receives written notice from Company informing Customer that its agreement with Reseller has been terminated and all future payments due hereunder are to be paid directly to Company. Upon receipt of any such notice, Customer will direct all future amounts due hereunder to Company.
- b. **Recurring Services.** Recurring Fees set forth in the Order may on each anniversary of the Effective Date following the Initial Term be increased. Any such increase will be reflected on Customer's next invoice following the effective date of any such increase and will be effective upon the next renewal date. In the event of any such increase in recurring Fees, and notwithstanding the terms of the Order regarding required notice of non-renewal, Customer will have thirty (30) days from the date of the applicable invoice incorporating such increase to elect not to renew the Agreement for an additional term by providing written notice to Reseller and Company of its election not to renew prior to the expiration of such 30-day period.
- c. **Third Party Materials.** Prices for Third Party Materials are subject to change without prior notice.
- d. **Payment Terms.** If Customer has provided a designated form of payment (e.g., a deposit account pursuant to an ACH authorization or credit or debit card), Reseller or Company, as applicable pursuant to Section 4.a. above, will automatically draft or charge such form of payment for all amounts due under the Agreement, when and as such amounts come due (which are generally billed in advance of the term to which they relate). If Customer has not provided any such form of payment, Reseller or Company, as applicable, will invoice Customer for such amounts, and such amounts will be due as set

forth in the Order (or if the Order is silent, within thirty (30) days of the date of each such invoice).

- e. **Late Fees and Remedies.** Amounts not paid when due in accordance with this Section 4 will be charged a late fee in the amount of the lesser of 2% per month or the maximum amount allowed by law on the unpaid balance. In the event an amount due hereunder is not timely paid, Company and Reseller, as applicable, may at their option and without penalty hereunder discontinue providing service and support with respect to and/or remotely disable any applicable Products and Services and/or Customer's access to any websites or software to which Customer was provided access as part of the Products and Services. In the event an amount remains unpaid thirty (30) days from the due date, Company and Reseller, as applicable, will have the right to (i) remotely deactivate and lock any hardware to which the delinquent payment relates and/or (ii) enter onto Customer's premises during normal business hours and remove any hardware and/or software for which Customer has not paid, and Customer will in such event be obligated to reimburse Company and Reseller, as applicable for their reasonable costs incurred in connection with such removal and bill Customer a reasonable fee for such removal.
- f. **Taxes.** Except for taxes accruing with respect to the net income of Company or Reseller, if applicable, Customer will be responsible for any and all applicable sales, use, excise, or other taxes, whether federal, state or local, however designated, which are levied or imposed with respect to Customer's purchase of the Products and Services, and whether or not set forth on the applicable Order.
- g. **Title to Hardware and Equipment.**
  - i. Subject to clause ii. below, title to hardware and equipment purchased will pass to Customer once final payment for such hardware and equipment has been received. This does not apply to the extent any hardware or equipment which is leased or that per the terms of the Agreement is to remain the property of Company or Reseller, if applicable. In the event of any failure on the part of Customer to pay any amount due with respect thereto, then Company, Reseller (if applicable), or their respective agents may enter onto Customer's property during normal business hours and take possession of such hardware and equipment for the purposes of selling same. Any such sale will be conducted reasonably. To the extent the proceeds of any such sale, after deducting reasonable cost of recovering, holding and selling such hardware and equipment, exceed the amounts owed by Customer under this and each other agreement between the parties, such excess will be paid to Customer promptly after conclusion of the sale.
  - ii. The provisions of clause i. above are not intended to grant Company or Reseller, if applicable, any greater rights in respect of the hardware or equipment that is the subject of clause i. above than would be available to a secured party under Article 9 of the Uniform Commercial Code holding a perfected purchase money security interest in such hardware and equipment (provided, for the avoidance of doubt, it shall not be a requirement of exercising any such rights that

Company or Reseller, if applicable, shall have perfected a purchase money security interest in such hardware or equipment in accordance with Article 9 of the Uniform Commercial Code).

iii. Once purchased, hardware and equipment may not be returned for a refund.

h. **Insurance.** Customer will at all times, and at its own expense, maintain insurance covering all Systems that are owned by Company (if any) or that are leased or subject to any payment plan (until paid in full) for any loss or damage, designating Company as an additional insured and as a loss payee, and shall notify Company in the event any such coverage is cancelled or expires without replacement. Such coverage will be in an amount not less than the retail value of such Systems. All insurance of Customer shall be primary to any insurance carried by Company.

5. **Maintenance and Support Services.** Maintenance and support for the Products and Services will be provided by to Customer in accordance with the terms of applicable Product and Service Descriptions.

6. **LIMITED WARRANTIES AND DISCLAIMERS.**

a. Customer understands and acknowledges that neither Company nor Reseller (if applicable) is the manufacturer, supplier or publisher of any Third Party Materials offered under this Agreement, and to the extent Customer is provided any such Third Party Materials as part of the Products and Services, to the extent available, any such manufacturer's, supplier's or publisher's warranties associated with the Third Party Materials purchased or acquired hereunder will be passed through to Company, but neither Company nor Reseller (if applicable) provides any additional warranties with respect to such Third Party Materials. Except for any such warranties that may be passed through from such manufacturers, suppliers or publishers, ALL SUCH THIRD PARTY MATERIALS ARE PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND BY COMPANY OR RESELLER (IF APPLICABLE), EXPRESS OR IMPLIED.

b. SUBJECT TO SECTION 6.A ABOVE, COMPANY WARRANTS THAT THE PRODUCTS AND SERVICES SHALL BE PERFORMED AND SUPPLIED WITH REASONABLE CARE AND SKILL. EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS AND SERVICES, AND HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR SATISFACTORY QUALITY, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR THAT THE PRODUCTS AND SERVICES WILL BE ERROR-FREE OR SECURE. COMPANY FURTHER DISCLAIMS ANY RESPONSIBILITY FOR THE ACTIONS OR

OMISSIONS OF RESELLER (IF APPLICABLE). IN THE EVENT OF ANY DISPUTE BETWEEN CUSTOMER AND RESELLER, CUSTOMER AGREES IT MUST LOOK SOLELY TO RESELLER FOR RESOLUTION OF SUCH DISPUTE AND ANY RECOURSE IN CONNECTION THEREWITH.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL COMPANY OR RESELLER (IF APPLICABLE) BE LIABLE FOR LOST PROFITS OR REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER COMPANY OR RESELLER (IF APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NEITHER COMPANY'S NOR RESELLER'S (IF APPLICABLE) LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL EXCEED THE TOTAL AMOUNT OF RECURRING FEES RECEIVED FROM CUSTOMER UNDER THIS AGREEMENT WITHIN THE SIX (6) MONTHS PRECEDING THE ASSERTION OF ANY CLAIM. ANY RECURRING FEES PAID ANNUALLY WILL BE PRO RATED OVER SUCH SIX (6) MONTH PERIOD AND INCLUDED FOR PURPOSES OF DETERMINING THE AGGREGATE LIMITATION OF LIABILITY FOR PURPOSES OF THE FOREGOING SENTENCE.

8. **Confidentiality.**

- a. The parties expressly acknowledge that in the course of their performance, they may learn, view or have access to certain confidential and proprietary information of the other party ("Confidential Information"). Each party shall (i) not disclose, directly or indirectly to any third party any portion of the Confidential Information without the prior written consent of the disclosing party, (ii) not use or exploit the Confidential Information for any purpose other than as required in the performance of this Agreement, and (iii) take appropriate action to protect the confidentiality of the Confidential Information received hereunder, utilizing at least the same standard of care it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure, or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure. If the receiving party is required to disclose Confidential Information of the other party to satisfy any legal requirement, the receiving party may disclose the Confidential Information provided that the receiving party gives the disclosing party reasonable prior notice to contest such order (to the extent legally permitted to do so) and that the receiving party discloses only such portions of the Confidential Information as required by such legal requirement.
- b. This Section 8 will not be deemed to prohibit Company from collecting anonymized, aggregate data relating to the Products and Services ("Aggregate Data") and using and further distributing such usage Aggregate Data. Company reserves all rights, title and interest in and to the Aggregate Data. Aggregate Data will be collected in accordance with the privacy policies of Company or Bridgestone Canada Inc., as applicable. Those

privacy policies are available at <https://www.bridgestoneamericas.com/en/privacy-policy> and <https://www.bridgestonetire.ca/about/privacy>, respectively.

- c. Customer shall ensure that all Customer Data and Customer's collection, transfer, and use thereof complies with applicable (i) export laws and regulations of the United States, and (ii) data privacy laws. To the extent the Products and Services involve the collection, receipt, processing, transfer, or other use of any Personal Data, additional terms may apply as set forth in the Product and Service Descriptions and/or a separate addendum.

## 9. Security.

- a. **Malicious Code.** Where applicable and to the extent available, Company uses commercially available anti-malicious code software intended to keep the Products and Services, as delivered by Company, free of Malicious Code. Customer acknowledges that no such software is perfect, and in particular, it is difficult to protect against Malicious Code that has not yet been detected and countered by commercial anti-malicious code software providers. Other than using commercially reasonable efforts to keep such anti-malicious code software up to date on any applicable systems that remain under Company's control, Company assumes no obligation or liability whatsoever with respect to any Malicious Code.
- b. **Remote System Updates.** Where applicable, Systems may be updated remotely by Company to deploy new software and update existing software. In the event that such remote deployment is ineffective or abnormally slowed, and Company reasonably determines that the cause is an issue with Customer's software or hardware, the age of Customers Systems, or other circumstances outside Company's control, then Company shall so notify Customer, and Company may discontinue the provision of support and maintenance services until such issues have been remedied by Customer (e.g., through the update or replacement of the hardware or software responsible, which, in the case of hardware, will be at Customer's cost unless covered by warranty).

10. **Intellectual Property.** Each System consists of both hardware and software, and Customer acknowledges that, notwithstanding any other provisions of this Agreement and/or references to any "transfer" or "assignment" of Systems in this Agreement, the title to, and ownership of, the Company Software will at all times remain with Company. Customer is hereby granted for the duration of the term of the Agreement, as applicable: (a) the right to access any platform required for Customer to use the Products and Services; or (b) a non-exclusive, non-transferrable, and non-sublicensable license to use the Company Software only as delivered by Company, and where such Company Software is installed on a System, solely on the System as delivered by Company. Company Software is licensed or access to the applicable platform is granted for the hardware originally sold to customer and may not be transferred. Company retains all copyright, patent, trademark, trade secret and other intellectual property rights in and to the Company Software. Customer acknowledges that all copies of the Company Software, together with the Products and Services with which such Company Software has been or is provided, and any derivative works, compilations, and collective works thereof and any know-how and trade secrets related thereto, are the sole and exclusive property of Company

and its licensors and contain Company's and such licensors' confidential and proprietary materials. Customer will not attempt to reverse engineer, disassemble, or decompile any portion of the Products and Services. Portions of the Products and Services may utilize or include Third Party Materials. Acknowledgements, licensing terms and disclaimers for such Third Party Materials will be contained in the documentation for the Systems or the Company Software, as applicable, or may otherwise accompany such material, and use of such material will be governed by their respective terms. Customer hereby assigns to Company on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose, although Company is not required to use any Feedback. As between Customer and Company, except as otherwise set forth in this Agreement, all right, title and interest in and to the Customer Data is owned exclusively by Customer.

#### 11. Miscellaneous.

- a. **Replacement Costs.** Customer agrees to be liable and responsible for any loss, damage or destruction of a System from the time it arrives at Customer's location and until such time as it is received by Company at its facility. It is agreed by Customer that should any such loss, damage or destruction occur at any time during the term of this Agreement, Customer shall bear all costs of replacement of the affected System(s). Cost of replacement shall be deemed to be the then current price for such hardware (or repair if repairable and less than the replacement cost) together with applicable round-trip shipping costs and taxes.
- b. **Provision of Utilities.** Where applicable, Customer shall provide necessary high-speed and/or wireless Internet access, electricity, and other necessary and/or appropriate utilities and fixtures for each System and agrees to be liable for any fault, malfunction, or loss of service due to any such utility or fixture. The absence or unavailability of any such items will not be deemed to excuse Customer from any of its obligations hereunder, including its obligation to pay the Fees as set forth herein.
- c. **Assignment.** This Agreement may not be assigned, in whole or in part, by Customer without the prior written consent of Company. Company may freely assign any of its rights and/or delegate any of its obligations hereunder, in whole or in part without notice thereof or the consent of Customer.
- d. **Independent Contractor.** Company is an independent contractor and nothing contained in this Agreement will be construed to create the relationship of employer/employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between Company and Customer. Further, Company and Reseller, if applicable are independent parties and neither will be responsible to Customer for the actions or omissions of the other in connection with this Agreement.
- e. **Delivery and Acceptance.** Company shall use commercially reasonable efforts to deliver to Customer, as promptly as reasonably practicable after the Effective Date, the

applicable Products and Services, in accordance with the terms of this Agreement. Such Products and Services will be deemed accepted by the Customer upon receipt.

- f. **Choice of Law & Venue.** This Agreement shall be governed by the laws of the state of Tennessee and, as applicable, United States federal law, without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising out of or relating to this Agreement will be resolved exclusively by binding arbitration to be conducted in Nashville, Tennessee in accordance with the then effective Commercial Arbitration Rules of the American Arbitration Association (the “**Rules**”). Such matter will be heard by a single arbitrator. Notwithstanding the foregoing, in the event the matter in dispute involves claims in excess of \$250,000, then Company will be entitled to insist that a panel of three arbitrators rather than one decide the matter. The arbitrator(s) will be selected by mutual agreement of the parties, or if they cannot agree, in accordance with the Rules. The decision of the arbitration will be final and binding on the parties and may not be appealed except as the Rules may permit. Such decision may be enforced by any court of competent jurisdiction. Each party will bear its own costs in any such dispute. The foregoing will not prevent either party from seeking purely injunctive relief in any court of competent jurisdiction. WITHOUT LIMITING THE FOREGOING, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHER, ANY LITIGATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER CUSTOMER NOR COMPANY MAY JOIN OR CONSOLIDATE CLAIMS IN ANY ACTION BY OR AGAINST COMPANY OR OTHER COMPANY CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- g. **Entire Agreement; Amendment; Integration; Severability.** This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof. These Terms, together with the Product and Service Descriptions, and any other document incorporated herein or therein by reference, may in each case and at any time be modified at the discretion of Company, provided any such updated terms will take effect (i) in the case of any modification made in response to any change in applicable law, immediately upon the day such modification is posted on the applicable Company website and (ii) in all other cases upon Customer’s next renewal date. Each Order, together with these Terms and the applicable Product and Service Descriptions and other documents incorporated by reference in any of the foregoing constitutes a separate agreement between the parties. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be found invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be deemed to be amended only to the extent necessary to render it valid and enforceable. Otherwise this Agreement may only be amended in a document that is executed by both parties. To the extent of any conflict between the terms set forth herein, in the Order, or in any applicable Product and Service Descriptions, the following priority will apply (in decreasing order): (i) the Order (but solely with respect to such Order), (ii) the

Product and Service Descriptions (but solely with respect to the Products and Services that are the subject of such conflicting Product and Service Description), and (iii) these Terms.

- h. **Third Party Beneficiary.** The Agreement is solely between and for the benefit of Customer and Company, and no person or entity other than the parties themselves has any rights or remedies under this Agreement, except that Reseller (if applicable) is an intended third party beneficiary of each provision hereof applicable to Reseller.
- i. **Force Majeure.** Neither Company nor Reseller, if applicable, shall be responsible for any failure to perform, or delay in performing, any of their respective obligations under or in connection with the Agreement where and to the extent such performance is rendered impossible or delayed due to causes outside the reasonable control of the applicable party (“**Force Majeure**”). Such instances of Force Majeure may include, without limitation, Acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotions, strikes, labor disputes or the like.
- j. **Warranties.** Customer warrants that it is duly formed and existing as a legal entity and otherwise fully authorized to conduct business as a legal entity in the state in which it exists.
- k. **Notice.** For purposes of this Agreement, any notice that may or must be delivered by one party to another shall be deemed sufficient if made in writing and sent by certified mail or overnight courier to, in the case of Customer, Customer’s address as set forth on the Order, and in the case of Company and Reseller, if applicable, as follows (or to such other address as a party may specify in the same manner):

If to Company:

Bridgestone Americas Tire Operations, LLC

200 4<sup>th</sup> Avenue South

Nashville, TN 37201

If to Reseller (if applicable):

At the address set forth in the Order.

- l. **Headings.** The section headings contained in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.
- m. **Waiver.** No waiver of any provision of this agreement will be effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any discretion or remedy under this agreement operates as a waiver of that discretion or remedy. A waiver granted on one occasion will not operate as a waiver on future occasions.