



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S SUBSCRIPTION TO AND USE OF CHEVIN SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCEPTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

CHEVIN's direct competitors are prohibited from accessing the Services, except with CHEVIN's prior written consent. This Agreement was last updated on May 13, 2025. It is effective between Customer and CHEVIN as of the date of Customer's accepting this Agreement.

DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"CHEVIN" means the CHEVIN FLEET SOLUTION company described in the "CHEVIN Contracting Entity, Notices, Governing Law, and Venue" section below.

"Confidential Information" means all written or oral information, disclosed by one party (the **"disclosing party"**) to the other (the **"recipient"**), related to the business, products, services or operations of the disclosing party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents and (c) information regarding the skills and compensation of the disclosing party's employees, contractors, and other agents.

Without limiting the foregoing, and for purposes of this Agreement, the Customer Data is the Confidential Information of Customer.

"Content" means information obtained by CHEVIN from publicly available sources or its third-party content providers and made available to Customer through the Services, or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-CHEVIN Applications.

"Documentation" means the applicable Service's Trust and Compliance documentation and its usage guides and policies, as updated from time to time, accessible via help tools of the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace” means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the FleetWave Store.

“Non-CHEVIN Application” means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Chevin Labs or under similar designation. Non-CHEVIN Applications, other than those obtained or provided by Customer, will be identifiable as such.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and CHEVIN or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Subscription” means the rights to the Services granted to Customer or Customer’s Affiliate under an Order Form or online purchasing portal, for the number of subscriptions to the Services and for the Subscription Term, in accordance with any limitations as set forth in the applicable Order Form.

“Services” means the products and services that are subscribed to by Customer under an Order Form or online purchasing portal, or provided to Customer under a trial basis, and made available online by CHEVIN, including associated CHEVIN offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-CHEVIN Applications.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by CHEVIN without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, CHEVIN at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

CHEVIN RESPONSIBILITIES

Subject to the terms and conditions of this Agreement, Chevin will provide the Services to Customer in a workmanlike and professional manner in accordance with industry standards. The Services to be provided by Chevin under this Agreement will be described and set forth in one or more Order Forms agreed upon by the parties from time to time.

2.1 Provision of Services. Access to the Services and Content may be procured via an Order Form entered into between Customer and Chevin. While Customer is in good standing under this Agreement, CHEVIN will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable CHEVIN standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which CHEVIN shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond CHEVIN’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving CHEVIN employees), Internet service provider failure or delay, Non-CHEVIN Application, denial of service attack, or other third party acts outside the control of CHEVIN, and (d) provide the Services in accordance with laws and government regulations applicable to CHEVIN’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. CHEVIN will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the Personal Data Processing Agreement found at <https://www.chevinfleet.com/legal> (“DPA”) are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. For the purposes of this Agreement, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of this Agreement, and an applicable Affiliate’s execution of an Order Form, shall be treated as its execution of the DPA and any Appendices thereto.

2.3 Deletion of Customer Data. Upon request by Customer made within 30 days of the date of termination or expiration of this Agreement, CHEVIN will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, CHEVIN will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control,

unless legally prohibited. Should Customer desire CHEVIN to (a) assist in the export of Customer Data, (b) perform the export of Customer Data, (c) transform Customer Data into any format other than its then existing, native format, or (d) maintain Customer Data for a period of time longer than 30 days, such request shall be handled under a mutually agreed upon statement of work at CHEVIN's then existing professional services rates.

2.4 CHEVIN Personnel. CHEVIN will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with CHEVIN's obligations under this Agreement, except as otherwise specified in this Agreement.

SUBSCRIPTION AND USE OF THE SERVICES

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CHEVIN regarding future functionality or features.

3.2 Usage Limits. Services and Content may be subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, CHEVIN may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding CHEVIN's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon CHEVIN's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-CHEVIN Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify CHEVIN promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, the Documentation, the Acceptable Use and External Facing Services Policy at <https://www.chevinfleet.com/legal>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-CHEVIN Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in CHEVIN's judgment threatens the security, integrity or availability of CHEVIN's services, may result in CHEVIN's immediate suspension of the Services, however CHEVIN will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-CHEVIN Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-CHEVIN Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of CHEVIN intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content and Non-CHEVIN Applications. If Customer receives notice that Content or a Non-CHEVIN Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and

External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in CHEVIN's judgment continued violation is likely to reoccur, CHEVIN may disable the applicable Content, Service and/or Non-CHEVIN Application. If requested by CHEVIN, Customer shall confirm such deletion and discontinuance of use in writing and CHEVIN shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if CHEVIN is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, CHEVIN may discontinue Customer's access to Content through the Services.

3.6 Customer Direct Database Access for Reporting.

CHEVIN may, at its sole discretion, provide revocable database access through a restricted, read-only user account, authenticated via Azure Active Directory B2B, exclusively for Customer's internal business intelligence (BI) reporting purposes, subject to this Agreement including the "Usage Restrictions" section above. Customer must submit a written request identifying the Azure AD guest user(s) who require access. Customer agrees to implement reasonable security measures to prevent, and immediately notify CHEVIN of, any unauthorized or excessive access to CHEVIN's database. CHEVIN may, at its sole discretion, suspend or revoke such database access without limitation. Customer accepts full responsibility for any unauthorized database access and, to the extent permitted by law, agrees to indemnify CHEVIN for such database access and compliance with applicable law related thereto.

NON-CHEVIN PRODUCTS AND SERVICES



4.1 Non-CHEVIN Products and Services. CHEVIN or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-CHEVIN Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-CHEVIN provider, product or service is solely between Customer and the applicable Non-CHEVIN provider. CHEVIN does not warrant or support Non-CHEVIN Applications or other Non-CHEVIN products or services, whether or not they are designated by CHEVIN as "certified" or otherwise, unless expressly provided otherwise in an Order Form. CHEVIN is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-CHEVIN Application or its provider.

4.2 Integration with Non-CHEVIN Applications. The Services may contain features designed to interoperate with Non-CHEVIN Applications. CHEVIN cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-CHEVIN Application ceases to make the Non-CHEVIN Application available for interoperation with the corresponding Service features in a manner acceptable to CHEVIN.

FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. Customer will provide CHEVIN with a valid purchase order or alternative document reasonably acceptable to CHEVIN. If Customer provides credit card information to CHEVIN, Customer authorizes CHEVIN to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, CHEVIN will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to CHEVIN and notifying CHEVIN of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by CHEVIN by the due date, then without limiting CHEVIN's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) CHEVIN may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.4 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized CHEVIN to charge to Customer's credit card), CHEVIN may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such

amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, CHEVIN will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

5.5 Payment Disputes. CHEVIN will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6 Taxes. CHEVIN's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If CHEVIN has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, CHEVIN will invoice Customer and Customer will pay that amount unless Customer provides CHEVIN with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, CHEVIN is solely responsible for taxes assessable against it based on its income, property and employees.

PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, CHEVIN, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to CHEVIN. Customer grants CHEVIN, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-CHEVIN Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for CHEVIN to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-CHEVIN Application with a Service, Customer grants CHEVIN permission to allow the Non-CHEVIN Application and its provider to access Customer Data and information about Customer's usage of the Non-CHEVIN Application as appropriate for the interoperation of that Non-CHEVIN Application with the Service. Subject to the limited licenses granted herein, CHEVIN acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-CHEVIN Application or such program code.

6.4 License by Customer to Use Feedback. Customer grants to CHEVIN and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of CHEVIN's or its Affiliates' services.

6.5 Federal Government End Use Provisions. CHEVIN provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

PROFESSIONAL SERVICES

7.1 Statement of Work. CHEVIN may provide technical services ("Professional Services") for Customer upon request and in accordance with a written statement of work ("SOW"). The terms of this Agreement shall cover any and all SOWs between CHEVIN and Customer. No SOW shall be effective unless signed by both Customer and CHEVIN.

7.2 Price. Customer shall pay CHEVIN in accordance with the fee schedule as set forth in the SOW. Each SOW will be performed on either a time and materials basis unless otherwise described in the SOW. In the event that the Professional Services require greater duties than contemplated in the SOW, or a change is requested by Customer which results in additional duties, Customer will work closely and in good faith with CHEVIN to modify the SOW to reflect the changes, and, if applicable, the fees shall be adjusted to reflect the change in duties.

7.3 Payment. Unless otherwise specified in the SOW, payment shall be made within 30 days of delivery of the invoice to

Customer. Unless specified in the SOW, all travel and additional expenses incurred will be extra and billed to Customer at the time of incurrence.

7.4 Customer Resources. Customer shall provide, maintain and make available to CHEVIN, at Customer's expense and in a timely manner, the resources described in the Statement of Work and such other additional resources as CHEVIN may from time-to-time reasonably request in connection with CHEVIN's performance of the Professional Services. Delays in the provision of these resources may result in delays in the performance of the Professional Services, or an increase in the Price: (a) Customer will designate qualified Customer personnel or representatives to consult with CHEVIN on a regular basis in connection with the Services, (b) Customer will furnish such documentation and other information as is reasonably necessary to perform the Services, (c) Customer shall furnish access to Customer's premises and systems, and appropriate workspace for any CHEVIN personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises, (d) Customer shall meet all prerequisites and assumptions noted on the SOW that are required for CHEVIN to perform the Professional Services, and if such are determined not to be met by CHEVIN, the price for the Professional Services may be adjusted in accordance with Section 7.2 above.

7.5 Termination. Termination of a particular SOW shall not operate to terminate this Agreement. The terms of this Agreement shall survive for any SOW that is still pending at the time of termination of this Agreement until the conclusion of the SOW.

7.6 Limited Warranty. (a) CHEVIN warrants that the services provided under a Statement of Work shall be performed with that degree of skill and judgment normally exercised by recognized professionals performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CHEVIN timely notice of such breach as hereinafter required, CHEVIN shall, at its own expense, in its discretion either (1) correct the non-conforming deliverables to conform to this standard; or (2) refund to Customer that portion of the price received by CHEVIN attributable to the non-conforming deliverables. No warranty claim under this section shall be effective unless Customer has delivered to CHEVIN written notice specifying in detail the non-conformities within 90 days after tender of the deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty. b. CHEVIN SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS. (c) Customer represents and warrants to CHEVIN that Customer has the right to use and furnish to CHEVIN for CHEVIN's use in connection with this Agreement any information, specifications, data or intellectual property that Customer has provided or will provide to CHEVIN in order for CHEVIN to perform the Professional Services.

7.7. Relationship of Parties. CHEVIN is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of CHEVIN and Customer.

CONFIDENTIALITY

8.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CHEVIN includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional CHEVIN services.

8.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who

need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, CHEVIN may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-CHEVIN Application Provider to the extent necessary to perform CHEVIN's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 CHEVIN Warranties. CHEVIN warrants that during an applicable subscription term (a) CHEVIN will not materially decrease the overall security of the Services, (b) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-CHEVIN Applications" section above, CHEVIN will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE AND EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

MUTUAL INDEMNIFICATION

10.1 Indemnification by CHEVIN. CHEVIN will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by CHEVIN in writing of, a Claim Against Customer, provided Customer (a) promptly gives CHEVIN written notice of the Claim Against Customer, (b) gives CHEVIN sole control of the defense and settlement of the Claim Against Customer (except that CHEVIN may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives CHEVIN all reasonable assistance, at CHEVIN's expense. If CHEVIN receives information about an infringement or misappropriation claim related to a Service, CHEVIN may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching CHEVIN's warranties under "CHEVIN Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by CHEVIN, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-CHEVIN Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

10.2 Indemnification by Customer. Customer will defend CHEVIN and its Affiliates against any claim, demand, suit or proceeding made or brought against CHEVIN by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-CHEVIN Application provided by Customer, or (c) the combination of a Non-CHEVIN Application provided by



Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against CHEVIN"), and will indemnify CHEVIN from any damages, attorney fees and costs finally awarded against CHEVIN as a result of, or for any amounts paid by CHEVIN under a settlement approved by Customer in writing of, a Claim Against CHEVIN, provided CHEVIN (a) promptly gives Customer written notice of the Claim Against CHEVIN, (b) gives Customer sole control of the defense and settlement of the Claim Against CHEVIN (except that Customer may not settle any Claim Against CHEVIN unless it unconditionally releases CHEVIN of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against CHEVIN arises from CHEVIN's breach of this Agreement, the Documentation or applicable Order Forms.

10.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CHEVIN TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY TO ALL ACTIONS, INCLUDING, BUT NOT LIMITED TO ACTIONS IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY, AND REGARDLESS OF WHETHER OR NOT CHEVIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FAILURE OF REMEDY OR ESSENTIAL PURPOSE.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL CHEVIN HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT OR OTHER AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN CHEVIN OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES OR FAILURE OF REMEDY OR ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions. The term of each subscription "**Subscription Term**" shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at CHEVIN's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, CHEVIN will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by CHEVIN in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to CHEVIN for the period prior to the effective date of termination.

12.5 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-CHEVIN Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this

Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as CHEVIN retains possession of Customer Data.

GENERAL PROVISIONS

13.1 Export Compliance. The Services, Content, other CHEVIN technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. CHEVIN and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

13.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between CHEVIN and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order only and shall not amend or supersede the terms of the Agreement.

13.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, CHEVIN will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9 CHEVIN Contracting Entity, Notices, Governing Law, and Venue. The CHEVIN entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If Customer is domiciled in:	The CHEVIN entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean	Chevin Fleet Solutions LLC, a Delaware corporation	881 Main Street PO Box 2203 Fitchburg, MA 01420	Delaware and controlling United States Federal Law	Delaware, USA

If Customer is domiciled in:	The CHEVIN entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Australia or New Zealand	Chevin Fleet Solutions Pty Ltd	Unit 55, 117 Old Pittwater Road Brookvale, NSW 2100, Australia	Queensland, Australia	Queensland, Australia
Belgium, Netherlands or Luxembourg	Chevin Fleet Solutions bvba	Elisabethlaan 2, 2600 Antwerpen, Belgium	Belgian Law	Brussels, Belgium
France	sarl CHEVIN	27 Avenue Du Savoy, 74400 Chamonix-Mont Blanc, France	France	Lyon, France
The United Kingdom, or a Country not listed above	CHEVIN COMPUTER SYSTEMS LIMITED, trading as CHEVIN FLEET SOLUTIONS	The Old School House, Chapel Street, Belper, Derbyshire, DE56 1AR	English Law	London, England

13.10 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

13.11 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.