This Master Subscription Agreement ("**Agreement**") is deemed effective upon the earlier of _____, 2024, or the below date of countersignature ("**Effective Date**") between the AssetWorks Fleet Solutions Ltd. ("**AssetWorks**") and _____ and/or its authorized intermediary ("**Customer**") identified on the order form and/or statement of work (collectively "**Order**").

0 SCOPE & TERM.

0.1 This Agreement shall continue for five (5) years from the Effective Date and annually thereafter upon mutual agreement ("**Term**") and shall apply to all Orders executed between AssetWorks and Customer (collectively "**Parties**") during the Term. Capitalized terms are defined at the end of this Agreement.

0.2 The following order of precedence shall control in case and to the extent of conflict:

- Agreement
- Exhibit A – Order
- Exhibit B – _____ [PLACE HOLDER – REMOVE IF N/A]

0.3 Customer agrees to pay the fees and AssetWorks agrees to supply the items as detailed on the Order subject to the terms and conditions of this Agreement (as applicable) to the exclusion of any additional or conflicting terms of acceptance.

0.4 No terms or conditions endorsed upon, delivered with, or contained in the Customer's acknowledgement or acceptance of this Agreement or any related Order shall form part of this Agreement. Customer hereby waives and agrees to waive any right to rely on such terms and conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by authorized representatives as of the Effective Date:

	ASSETWORKS FLEET SOLUTIONS LTD.		CUSTOMER
By	_____	By	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Address	Brook Suite, Ground Floor, Bewley House, Marshfield Road, Chippenham, SN15 1JW	Address	_____
CC 1:	_____	CC 1:	_____
CC 2:	legal@assetworks.com	CC 2:	_____

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1 SAAS SUBSCRIPTION

1.1 Software-as-a-Service Subscription. If the Order includes SaaS, recurring service, or similar identifier then subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks will provide Customer with subscription-based access to the software/service as detailed on the Order and Documentation during the prepaid Term through an access-restricted website or designated IP address hosted via a third-party data center ("**SaaS**" or "**Service**") for Customer's internal business purposes provided Customer complies with the applicable limitations on use set forth in Section 3 (*Ownership; Restrictions; Utilization Limitations*).

1.1.1 Support & Hosting. SaaS subscriptions include standard support and hosting services pursuant to Section 4 (*Maintenance & Support*) and Section 5 (*Hosting Services*), respectively.

1.1.2 Delivery N/A. Customer agrees that orders for SaaS are services agreements due upon the Effective Date for which delivery and acceptance is inapplicable and that no copies of the Software nor license thereto will be delivered nor granted to Customer.

2 SOFTWARE LICENSE

2.1 Restated Software License. If the Order includes license to Software, then subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks grants to Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software as detailed on the Order and Documentation up to the number of units or in the amount, quantity, and/or tier or as otherwise specified on the Order (e.g. Active Equipment Unit, Concurrent License, Enterprise License) for Customer's internal business purposes provided Customer complies with the applicable restrictions set forth in Section 3 (*Ownership; Restrictions; Utilization Limitations*). Customer's license is for (1) copy or image of the Software within one (1) business entity for production purposes on approved database and application servers ("**Customer Environment**"). Customer shall not copy nor use the Software for any other purpose except: (a) for archival purposes; (b) in connection with a disaster recovery program; or (c) for testing operation of the Software outside of a live production environment.

3 OWNERSHIP; RESTRICTIONS; UTILIZATION LIMITATIONS;

3.1 Restrictions; Limitations. To the extent permitted by law and unless Parties agree otherwise, Section 1 (*SaaS Subscription*) and Section 2 (*Software License*) are conditioned on the following limitations and restrictions. Customer shall not (indirectly or directly) attempt, permit, nor encourage any third party to: (a) copy, modify, enhance, translate, change data structures, create derivative works from, distribute, publicly display or perform, sublicense, transfer, sell, rent, lease, or assign the Software or Documentation or otherwise encumber the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive or modify the software or Source Code, underlying data structure, ideas, know-how, algorithms, or other trade secrets relevant to the Service; (c) engage in any activities that interfere or disrupt any computer, software, network, or other device used to provide the Service or otherwise impacting the Service or data contained therein; (d) gain unauthorized access; (e) remove any proprietary notices, labels, or markings from the Software or Documentation; (f) use the Software or Service by more than one (1) business entity or department, in processing work for third parties, or for any purpose other than its internal business purposes, which does not include use by any parent, subsidiary, or affiliate of Customer nor any third party other than Customer's Users; (g) use the Service in a manner that violates laws or rights of others such as by inputting Excluded Data into the Service; (h) use the Software or Service as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions, or weapons; (i) perform benchmark, availability/uptime, performance, or pen tests without prior consent; (j) use the Software or Service to compete with AssetWorks; (k) engage in web- or data scraping on or related to the Service, including without limitation collection of information through unapproved third-party vendor, bot, web crawler, or any software that simulates human activity; and (l) use the Service and/or Software in excess of the licensed quantity or tier (e.g. Active Equipment Unit, Concurrent License, Enterprise License, etc.).

3.2 Ownership. Customer will not obtain any ownership rights, title, or interest to the Software or Services nor to any improvements, enhancements, derivatives, or modifications thereto. Any software, systems, methods, inventions, technology, and any intellectual property rights ("**IPR**") developed or otherwise arising during this Agreement shall remain exclusively owned by AssetWorks and/or its licensors. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and AssetWorks will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AssetWorks offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.3 Software Audit. AssetWorks reserves the right to periodically audit asset types, population base, or other agreed license metric to ensure accurate billing and contractual compliance. Customer agrees to cooperate and provide reasonable access to relevant records, data, and premises. If the audit identifies unauthorized use outside of the contracted department as per the Agreement and Documentation, AssetWorks shall invoice and Customer agrees to pay the fees that would have applied to authorized use, for

the period beginning at the start of the term during which unauthorized use occurred, as well as interest permitted by law. Customer shall reimburse AssetWorks for the reasonable cost of the audit (or of the next audit in case of discovery without an audit) in addition to such other rights and remedies as AssetWorks may have.

4 MAINTENANCE & SUPPORT

4.1 Annual Support Subscription (i.e. Maintenance-as-a-Product). Subject to the terms and conditions of this Agreement, AssetWorks will provide the latest updates, modifications, and enhancements (including correction of errors) which relate to the operation and performance of the Software or SaaS (hereinafter referred to collectively as the "**Service(s)**") as they are developed and made generally available in accordance with the maintenance and support schedule published by AssetWorks (collectively "**Maintenance**" or "**Support**"). Subscriptions to Maintenance include:

4.1.1 Technical Assistance. AssetWorks will make available technically qualified personnel to respond to all reasonable support requests made by Customer during normal business hours published by AssetWorks Customer Care (excluding legal holidays).

4.1.2 Technical Literature. AssetWorks will make available all technical literature (i.e. Documentation) in electronic format that is relevant to the operation of the Service within the scope of Customer's operations.

4.1.3 Correction of Deviations. AssetWorks will take reasonably necessary steps to correct errors and/or malfunctions ("**Deviation(s)**") without undue delay that, in the mutual and reasonable opinion of the Parties, constitute a serious impediment to the normal intended use of the Service as set forth in the Documentation. Corrections to Deviations which do not rise to this level will be distributed to Customer in accordance with AssetWorks' normal maintenance schedule.

4.1.4 Software Revisions & New Versions. The Software may be revised by AssetWorks to correct Deviations and/or for upgrades, enhancements, improvements, or modifications designed to improve performance and/or increase capabilities of the Software. Revisions may be mandatory or optional and are included at no cost with annual subscription to Maintenance. New products or versions may also be added to the Software from time to time by AssetWorks. Compared to revisions, new products substantially improve the performance, functionality, and capability of the Software. AssetWorks has sole discretion to determine which revisions are mandatory and which updates shall be issued as new products for additional fee.

4.2 Maintenance Exclusions. Unless the Order provides otherwise, subscriptions to Maintenance do not include: (a) custom programming, consulting, configuration services, migration or upgrade support; (b) on-site support or installation, travel, hotel, and per-diem expenses related thereto; (c) support of any software other than the Software accessed as part of the Service; (d) training; (e) support for third-party integrations; (f) support of Customer's computer equipment, servers, printers, or problems which arise therefrom; (g) remediation of issues resulting from: Customer's misuse of the Software or data files in contravention of the Documentation, failure to implement a mandatory revision or update the Software to a current or supported version when recommended, failure to obtain or decision to otherwise previously forgo Maintenance; (h) diagnostic assistance for issues unrelated to a Deviation; and (i) any Professional Services which AssetWorks ordinarily performs pursuant to SOW.

4.3 Additional Software Maintenance Fee. Customer agrees that Maintenance fees shall automatically increase in an amount equal to twenty-five percent (25%) of the non-discounted, then-current Software fee for additional licenses supplied during the Term. AssetWorks shall invoice and Customer agrees to pay additional maintenance for Software licenses upon the Order Effective Date. Customer agrees to pay additional maintenance for the cost of any custom-developed software, custom report, or custom notification upon delivery pursuant to the Order. For SaaS, additional custom maintenance will be added to the annual SaaS fee or added into the per-unit SaaS fee.

4.4 Maintenance Re-enrollment Fee. In the event Customer subscribes to Maintenance anytime after the Effective Date or otherwise fails to pay for Maintenance in advance of the annual term, then in addition to the annual subscription fee due in advance for the next year, Customer also agrees to pay a late-subscription fee (which Customer hereby agrees is fair and reasonable) along with back-maintenance in a total amount equal to One Hundred and Ten Percent (110%) of the Maintenance fees otherwise payable.

4.5 Mandatory Revisions; Termination. AssetWorks reserves the right to terminate Maintenance if Customer does not implement a mandatory revision within sixty (60) days' notice or such longer period as AssetWorks may provide.

4.6 Other Fees & Expenses. If on-site Maintenance is required, Customer agrees to pay reasonable travel, hotel, and per-diem expenses which shall be invoiced and paid as incurred.

5 HOSTING SERVICES.

5.1 Scope of Services. AssetWorks provides hosting services via a third-party data center ("**Hosted Environment**") inclusive with subscriptions to SaaS and to support installation and upgrade management of Software licensed by Customer ("**Hosting Services**"). If the Order includes Hosting Services or SaaS, then the Service for purpose of the Agreement includes the following:

5.1.1 Application. Application refers to AssetWorks' proprietary software and third-party software if specified on the Order.

5.1.2 Support Software. Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application as detailed in the Documentation.

5.1.3 Hosted Environment Hardware. Server infrastructure using redundant web and database servers is deployed within the Hosted Environment. If required, Customer will provide the telecommunications equipment, communications line, and services for connecting Customer's site to the Hosted Environment.

5.1.4 Database Instances. AssetWorks will maintain a single production database instance to provide daily, real-time transaction data to Users and will populate a test database (if applicable) with Customer's production data up to four (4) times in any twelve (12) month period at no additional cost. If applicable, updates or patches are first introduced to the test environment and Customer is responsible to test and report errors within ten (10) days otherwise the new release or patch will then be discharged in the production environment. AssetWorks may use the test environment to troubleshoot or configure and test new functionalities or reports. A Reporting Database may be provided for an additional fee on a 24-hour refresh.

5.1.5 Custom Reports. For an additional fee, AssetWorks will certify a Customer-built report for scheduling execution from within the Application directly against the production database, certifying that the report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the report into Customer's production environment to make it available for execution submission from within the Application.

5.1.6 Backups. Hosted Environment database and incremental file backups are performed daily with local retention at fifteen (15) to thirty (30) days, local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from thirty-one (31) to ninety (90) days; target recovery time objective (RTO) is forty-eight (48) hours or maximum of four (4) business days; Recovery Point Objective (RPO) is one (1) hour.

5.1.7 Hours of Service Operation. Application will be accessible and available to Customer and capable of normal operating functions twenty-four (24) hours-per-day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks' approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring beyond AssetWorks' external network interface nor will those hours of inaccessibility count as unavailable.

5.1.8 Hosted Environment Maintenance. AssetWorks will complete routine maintenance, including application upgrades, on the Hosted Environment according to the published schedule. Upgrade/patch notifications are normally sent two (2) business days in advance and generally occur during off-hours. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance. AssetWorks will endeavor to provide at least thirty (30) days' notice to any changes in the schedule. If additional non-emergency maintenance outside of the scheduled maintenance window is required, AssetWorks will notify Customer in writing and Parties will mutually agree on the downtime.

5.1.9 Data Classification. The Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information Service = [(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)].

5.2 Customer Responsibilities. The Service specifically excludes the following items which Customer agrees to be responsible for:

5.2.1 Maintenance Exclusions. All items listed within section 4.2 (*Maintenance Exclusions*) including (but is not limited to) remediation of issues which do not constitute a Deviation. AssetWorks shall have no obligation but may attempt to correct such situations at Customer's expense.

5.2.2 Proper Use. Ensuring the Service is used in accordance with this Agreement and in a manner that does not violate nor threaten to violate applicable laws or rights of others (such as by inputting Excluded Data into the Service) and promptly notifying AssetWorks upon discovery of misuse or suspected misuse by Customer, its Users, or any third party.

5.2.3 Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Service such as by protecting passwords and securely managing log-in credential. Customer shall notify AssetWorks immediately of any suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.

5.2.4 Key Personnel. Assigning primary and alternate Customer-designated key personnel to coordinate all communications and activities related to the Services on a regular basis.

5.2.5 Customer Resources. Customer will: (i) provide, maintain, and make available to AssetWorks, at Customer's expense and in a timely manner, the resources, personnel, and documentation described in the Order and reasonably requested by AssetWorks; (ii) designate qualified representatives with project management responsibilities and/or decision-making authority to regularly consult with AssetWorks; (iii) assign primary and alternate Customer key personnel to coordinate all communications; and (iv) meet all Order assumptions (e.g. site readiness) and be responsible for any delays or additional fees should any Order assumptions not be met.

5.2.6 Customer Credentials & Application-level Security. Providing up-to-date User identification data, determining the appropriate security profile for each User, keeping all User identifications and passwords secure ("**Customer Credentials**"), and promptly notifying AssetWorks upon suspicion that Customer Credentials were compromised. Customer is solely responsible for application-level security and for secure management of Customer Credentials.

5.2.7 Customer's Site. Installation, operation, and maintenance of all workstation software, existing data communications and configurations, LAN, hardware, or other application software required at Customer's site. Customer will provide access to its site and obtain any license or approvals necessary for any on-premise performance.

5.2.8 Customer's Environment. Ensuring Software deployed to the Customer Environment (if applicable) complies with the

Documentation and does not exceed the licensed quantity, tier, or other Order restriction.

5.2.9 Testing updates, fixes, and upgrades. Testing updates or patches and reporting any errors within ten (10) days of their introduction to the test environment or otherwise during the mutually agreed testing period.

5.2.10 Diligent Troubleshooting. Customer must perform analysis of suspected problems to determine their specific nature and possible causes before calling AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

5.3 Service Level Objectives.

5.3.1 Availability. AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability for each quarter during the Term. For purposes of the Agreement, "**Availability**" during any quarter refers to Customer's Users' ability (i.e. documented inability) to log into the production environment during such quarter calculated as follows:

$$X = (Y - Z) / Y * 100$$

"**X**" is the Availability of the production environment during the quarter;
"**Y**" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log in because of: **(a)** regularly scheduled maintenance windows and other times for which Customer received reasonable notice in advance thereof; **(b)** Force Majeure, third-party integrations, and other circumstances outside AssetWorks' reasonable control ; **(c)** non-performance of hardware, software, Customer's internet service provider (ISP) connections, and/or non-performance of equipment that is neither provided nor certified by AssetWorks except as such non-performance is directly caused by AssetWorks; and
"**Z**" is the number of hours in such quarter during which Customer is unable to log into the production environment (excusive of items set forth in the definition of "**Y**" above and de minimis outages); provided that AssetWorks was notified or reasonably should be aware of Customer's inability to log into the production environment.

5.3.2 Service Credit. In the unlikely event Availability is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) of five percent (5%) of the applicable Service fees paid, subject to Customer delivering written notice (detailing the alleged unavailability, time/duration, location/users impacted (if applicable), and description of resolution attempts) within fifteen (15) days of the relevant quarter's end in writing to AssetWorks' office address and subject to Customer's compliance with the terms of this Agreement. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability level, Customer will receive the appropriate service credit to its account during the next invoice cycle. THE SERVICE CREDIT SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE REMEDY AND ASSETWORKS' ENTIRE LIABILITY IN THE EVENT OF A BREACH OF THESE SERVICE LEVEL OBJECTIVES.

5.4 Performance Reports. Unless the Order or applicable law requires otherwise, AssetWorks will provide standard performance reports and availability metrics to Customers via biannual conference calls (i.e. Teams). Customer acknowledges and agrees that: (i) all such performance reports constitute sensitive trade secret and confidential information of AssetWorks not to be shared without approval; and (ii) any greater frequency, customized reporting, and/or actual delivery of performance documentation will require additional engagement and fee.

6 HARDWARE

6.1 Hardware Prices & Specifications. Hardware prices and specifications are subject to change without notice. AssetWorks is not responsible for typographical and/or photographical errors.

6.2 Hardware Installation & Configuration. Hardware fees are exclusive of shipping, installation, and/or configuration services unless Order provides otherwise. Customer agrees that installation guides, site readiness requirements, and/or other hardware-specific terms on the Order or otherwise published by the applicable hardware provider are deemed an integral part of this Agreement.

6.3 Hardware Warranties. AssetWorks warranty responsibility for Hardware is limited to replacement parts and telephone and/or helpdesk support during the warranty period in accordance with the then-current applicable warranty statements.

6.4 AssetWorks GPS

6.4.1 Technical Assistance. Telephone and/or Help desk support is available for AssetWorks GPS hardware issues 8:00AM-5:00pm MST Monday through Friday, by emailing fss.support@assetworks.com or calling 403-777-3760 x2

6.4.2 Warranty on third-party products, where sold as part of the AssetWorks GPS, will be as offered by the original manufacturer's warranty terms and Customer will be subject to these terms.

6.4.3 Activations; Invoicing. Notwithstanding any terms to the contrary, Customer agrees that deactivations of AssetWorks GPS-related units shall take effect in the next applicable subscription period and that fees will not be prorated nor refunded for units deactivated during the applicable subscription period.

6.5 FuelFocus, FuelDrive, & KeyValet

6.5.1 Technical Assistance. Telephone and/or Help desk support is available for FuelFocus & FuelDrive hardware issues 8:00AM-5:00pm ET Monday through Friday, by emailing fuelsupport@assetworks.com or calling 610-225-8350 (800-900-8152). Calls left after hours will be returned the next business day. Access to support after warranty period is on a commercially reasonable basis unless Customer is a fully paid subscriber for Maintenance.

6.5.2 Return Policy. Hardware may be returned within thirty (30) days of shipment by requesting a Returned Merchandise Authorization ("RMA") by emailing fuelsupport@assetworks.com or by calling 610-225-8350. RMAs are valid for fifteen (15) days from the date of issuance. Customer must ship the requested hardware, freight pre-paid, with original packing, manuals, and accessories (as applicable) to the RMA-identified return address with AssetWorks-issued RMA affixed and enclosed otherwise no credit will be issued. A minimum restocking fee of 25% will be charged against any return credit issued to Customer. AssetWorks shall refund, replace, or exchange (at its option) such Hardware within fifteen (15) business days of its receipt; provided, however, that AssetWorks reserves the right to reject returns of Hardware that are: (a) lacking a valid and/or unexpired RMA; (b) no longer in production; (c) used unless under warranty or other maintenance contract; (d) altered without AssetWorks' specific authorization; or (e) not evaluated by AssetWorks' personnel and/or returned in accordance with this section.

6.6 Limited Hardware Warranty. AssetWorks warrants Hardware to be free from defects in materials and workmanship for one (1) year from the date of original purchase; provided, however, that AssetWorks GPS Hardware is warranted for the entire Term ("Warranty Period"). During the Warranty Period, AssetWorks will provide new or rebuilt replacement parts for AssetWorks-verified defects within fifteen (15) business days of AssetWorks' receipt of such Hardware if evaluated by AssetWorks and returned in accordance with these terms. On-site labor and travel costs are not included. Replacements may be re-manufactured or reconditioned and will be warranted for the remainder of the original Warranty Period.

6.7 Hardware Warranty Exclusions. AssetWorks Hardware warranties do not cover and shall be void in regards to nor shall AssetWorks be responsible for any damages, costs, and/or repairs attributable in any way to: (i) faulty installation or installation otherwise not in accordance with AssetWorks installation manual or instructions; (ii) use of personnel other than authorized representatives of AssetWorks absent prior written approval from the AssetWorks Project Manager; (iii) water, fire, abuse, theft, vandalism, shipment, accident, operator error or lack of knowledge, power surges or failure, acts of god and force majeure; (iv) any condition not encountered during normal operation; (v) neglecting, misusing, tampering, or adjusting of the Hardware; (vi) Customer's failure to perform normal preventive maintenance; (vii) accessories attachments or other devices not furnished by AssetWorks; (viii) labor, travel, or any costs unrelated to parts; and (ix) expendable items such as magnetic card, printer ribbons, fuses, bulbs, and similar items and supplies subject to ordinary wear and tear.

6.8 HARDWARE WARRANTY DISCLAIMER. HARDWARE WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTIBILITY, OR NON-INFRINGEMENT. ASSETWORKS DOES NOT WARRANT THAT HARDWARE WILL BE ERROR-FREE OR THAT ANY DEFECTS THAT MAY EXIST IN PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7 PROFESSIONAL SERVICES.

7.1 Scope. AssetWorks will provide the professional services detailed on the Order Form and/or SOW (collectively "**Order**") or otherwise requested by Customer ("**Professional Services**" or "**PS**").

7.2 Professional Services Fees. Customer agrees to pay the Professional Services fees as follows:

7.2.1 Each Order will be on a time and material basis, a fixed price basis, or a hybrid of both as specified in the Order. The Order may include a definitive list of deliverables ("Deliverables") that must be completed by AssetWorks. In some instances, the Order will include a date by which Deliverables must be completed.

7.2.2 In the event that Professional Services result in greater AssetWorks duties than required by the Order, Customer will work closely and in good faith with AssetWorks to modify the Order to ensure that fees are increased reflect increased Customer requirements.

7.2.3 Unless specifically addressed in the Order, all travel and expenses will be extra and billed as incurred.

7.2.4 Customer will bear the expense of its failure to meet all assumptions noted on the Order.

7.3 Subcontractors. AssetWorks may engage subcontractors to assist in performing Professional Services without the prior written consent of Customer so long as AssetWorks supervises such subcontractors as if AssetWorks performed the Professional Services.

7.4 Changes. If the parties cannot agree on a change related to a delay or project extension due to any reason beyond the control of AssetWorks, then AssetWorks shall have the right to stop work and receive a day-for-day extension pending agreement on such change or resolution via the dispute resolution process.

7.5 SOW Termination. AssetWorks may terminate or suspend performance of Professional Services under any Order for its convenience and/or effective immediately upon written notice if Customer fails to make any payment in full as and when due hereunder.

Termination of an Order will not terminate this Agreement which shall survive for any Order still pending upon termination of this Agreement. Customer agrees to pay unbilled Professional Services provided to Customer up to the date of termination regardless if Customer accepted the Deliverable or if the milestone was achieved.

8 FEES & PAYMENT

8.1 Fees. Customer agrees to pay the fees detailed on the Order within thirty (30) days of invoice date as follows:

8.1.1 **Software license** fees are due and payable upon the Effective Date and thereafter upon license increase, if applicable.

8.1.2 **Service subscription fees for Maintenance/Support, Hosting, SaaS, and other recurring services** are due and payable upon the Effective Date and annually in advance thereafter absent 90-days' written notice. Unless Order provides otherwise, fees are based on Services purchased and not actual usage; quantities purchased cannot be decreased during the relevant subscription term. Customers migrating to Hosting/SaaS are billed upon notification from AssetWorks that Hosting/SaaS environment is established.

8.1.3 **Professional Services Fees**, including one-time implementation or set-up fees identified on the Order, shall be billed either on a fixed-fee basis upon achievement of milestones pursuant to a mutually agreed project plan, on a time-and-materials basis monthly in arrears, or on a hybrid-fixed-T&M basis, in each case as detailed on the Order; and

8.1.4 **Hardware** shall be billed at cost upon delivery through an AssetWorks-selected common carrier, F.O.B. destination, with Customer responsible for any fees related to shipping such as custom duties, shipping insurance, etc.

8.2 Invoices; No Refunds. Customer agrees to pay the fees set forth on the Order within thirty (30) days of invoice, to the AssetWorks Contracting Entity identified on the Order, in the currency of the Order, preferably by electronic funds transfer (EFT) via Funds Transfer (Fed Wire) or Direct Deposit (ACH), without deduction, withholding, or offset. For late payment, Customer agrees to pay interest absent notice or demand in an amount equal to the lower of: (a) statutory interest in the prompt payment act applicable to Customer; (b) eighteen percent (18%) per annum compounded monthly; or (c) the maximum interest rate permitted by applicable law. Fees are nonrefundable unless Parties agree otherwise. Customer agrees to pay an administrative fee up to 5% per invoice if: (d) invoice must be uploaded to a Customer or third-party portal; or (e) invoice requires custom preparation or presentation.

8.3 Additional Maintenance/Support Fee. As per section 4.3 above, Customer agrees that Maintenance/Support and SaaS subscription fees shall increase based on additional software licenses, SaaS subscriptions, or custom-developed software.

8.4 Taxes. Amounts due under this Agreement are payable to AssetWorks without deduction net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). Except as forbidden by applicable law, AssetWorks may require that Customer submit applicable Sales Taxes to AssetWorks unless Customer gives AssetWorks a valid tax exemption certificate within thirty (30) days of the Effective Date. AssetWorks' failure to include any applicable tax in an invoice will not waive or dismiss the parties' rights or obligations pursuant to this section. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay AssetWorks the withheld or deducted amount, over and above the fees on the Order. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed or a refund of tax is due (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks, or AssetWorks shall reimburse such refund to Customer, for any such additional tax or any such refund, as applicable, including interest and penalties thereon.

8.5 Data Processing Audit. Eight hours per year shall be allocated to support Customer or its designee in an audit of records during business hours at AssetWorks location. Additional hours, if needed, will be billed at then-current hourly rates with Customer responsible for all out-of-pocket expenses incurred in connection with such audits.

9 **CONFIDENTIAL INFORMATION**. For purpose of this Agreement, Parties agree that "**Confidential Information**" means all information disclosed by or on behalf of either Party ("**disclosing party**") to the other Party ("**recipient**") during the Term, whether orally or in writing, that the recipient should reasonably understand to be confidential. Each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. Confidential Information will not include information that: (a) is or becomes generally known or available to the public through no fault of the recipient; (b) is known to the recipient at the time of its receipt from the disclosing party; (c) the disclosing party provides to a third party without restrictions on disclosure; (d) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (e) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (f) is required to be disclosed pursuant to a government agency or court ordered subpoena, provided the recipient promptly notifies the disclosing party of such order to allow disclosing party reasonable time to seek protective order or other appropriate relief. Because of the unique nature of the Confidential Information, each Party agrees that irreparable harm may occur in the event the recipient fails to comply with its confidentiality obligations herein, that monetary damages may be inadequate to compensate the

disclosing party for such breach, and that the disclosing party may accordingly be entitled to injunctive relief.

10 WARRANTIES & DISCLAIMERS

10.1 Software Warranty. AssetWorks warrants the Software licensed or included with Hardware shall perform substantially in accordance with the Documentation for ninety (90) days from delivery which in any event shall not exceed one (1) year from the Effective Date. During the Software warranty period, in the event there exists a Deviation or nonconformance to the Documentation, which in the mutual and reasonable opinion of AssetWorks and Customer, constitutes a serious impediment to the normal intended use of the Software, AssetWorks' sole responsibility shall be to correct the Deviation or nonconformance with due dispatch. Corrections to Deviations or nonconformance which do not rise to this level shall be corrected and distributed by AssetWorks in accordance with the published maintenance schedule provided Customer is subscribed for Maintenance.

10.2 Service Subscription Warranty. AssetWorks warrants the Service shall function substantially in conformance with the Documentation for so long as Customer pays in advance the subscription fee for the applicable Service (e.g. Maintenance, Hosting, and/or SaaS).

10.3 Professional Services Warranty. AssetWorks warrants that Professional Services will be performed with the degree of skill and judgement normally exercised by recognized professional firms performing substantially similar services. In the event of any breach of the foregoing warranty, AssetWorks will at its expense and discretion either: (a) correct the non-conforming Deliverables; or (b) refund to Customer the portion of Professional Services fees attributable to the non-conforming Deliverables. No Professional Services warranty claim will be effective unless Customer delivers to AssetWorks written notice detailing the non-conformities within sixty (60) days after tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing Professional Services warranty. Customer represents and warrants that Customer has the right to use and furnish any information, specifications, data, or intellectual property that Customer has provided or will provide in order for AssetWorks to perform under this Agreement.

10.4 WARRANTY DISCLAIMER. Except to the extent set forth herein, CUSTOMER ACCEPTS THE SERVICE "**AS IS**", "**AS AVAILABLE**", and "**WITH ALL FAULTS**" AND ASSETWORKS DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION: MERCHANTABILITY, FITNESS FOR PURPOSE, COMPLIANCE WITH LAW, ERROR-FREE PERFORMANCE, FUNCTIONALITY WITH THIRD-PARTY SOFTWARE OR HARDWARE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, OR PERFORMANCE. ASSETWORKS DOES NOT WARRANT SERVICE WILL PERFORM ERROR-FREE OR WITHOUT INTERRUPTION NOR THAT CUSTOMER DATA WILL REMAIN PRIVATE, SECURE, OR AVAILABLE; NOR THAT ANY DEFECTS CAN BE CORRECTED.

11 INDEMNIFICATION.

11.1 IP Indemnity From AssetWorks. AssetWorks will defend, at its own expense, any action commenced against Customer to the extent based on a claim that the Software supplied by AssetWorks infringes a Worldwide patent or copyright ("Claim"), and AssetWorks will pay those costs and damages finally awarded against Customer to the extent attributable to any such Claim; provided, however, such defense and payments are conditioned on: (a) AssetWorks shall be immediately notified of any Claim; (b) AssetWorks shall have sole control of any defense, negotiations, settlements, or compromises to the extent related to such Claim; and (c) AssetWorks shall have the option to either: (i) procure a non-infringing license to use the Software; (ii) modify the Software to be non-infringing; or (iii) refund to Customer a depreciated credit for the Software which Parties agree shall be five (5) years.

11.2 Exclusions. AssetWorks shall have no liability to Customer with respect to: (a) Customer's breach of this Agreement, including without limitation its failure to cease use of the Service after AssetWorks' direction; (b) revisions to the Software or other Service components made without AssetWorks' written consent; (c) Customer's failure to incorporate Software updates or upgrades that would have avoided the alleged infringement, provided AssetWorks offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) AssetWorks' modification of Software in compliance with specifications provided by Customer, including without limitation Deliverables to the extent created based on such specifications; (e) any Deliverable if the Order or a disclosure provided at or before delivery states that such Deliverable incorporates third party software or other assets; or (f) use of the Service in combination with hardware or software not provided by AssetWorks.

11.3 Indemnity from Customer. Unless prohibited by Applicable Law, Customer shall indemnify and defend AssetWorks against any claims related in any way to Excluded Data or otherwise arising out of Customer's improper utilization of the Service.

12 LIMITATION OF LIABILITY.

12.1 Aggregate Dollar Cap. CUSTOMER AGREES THAT ASSETWORKS' CUMULATIVE LIABILTY SHALL NOT EXCEED FEES PAID DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE FOR ALL CLAIMS RELATED TO SUCH ORDER.

12.2 Excluded Damages. CUSTOMER AGREES THAT ASSETWORKS SHALL NOT BE LIABLE FOR: (a) LOST PROFITS OR LOSS OF BUSINESS (WHETHER DIRECT OR INDIRECT); (b) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF: USE, REVENUE, ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, BUSINESS OPPORTUNITIES, DATA, GOODWILL, PRIVACY, REPUTATION); (c) ANY DAMAGES, LIABILITIES, OR OBLIGATIONS (HOWEVER CALCULATED OR ARISING) WHICH IN THE AGGREGATE EXCEED THE

AMOUNT OF FEES PAID TO ASSETWORKS DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE; OR (d) ANY CLAIMS WHICH CUSTOMER FAILS TO PRESENT TO ASSETWORKS IN WRITING WITHIN SIX (6) MONTHS AFTER EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THIS SECTION APPLIES: (e) TO THE BENEFIT OF ASSETWORKS' OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS, AND THIRD-PARTY CONTRACTORS, AS WELL AS: (f) TO LIABILITY REGARDLESS THE FORM OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE) EVEN IF ASSETWORKS IS ADVISED IN ADVANCE OF THE POSSIBILITY AND/OR SUCH DAMAGES WERE FORESEEABLE AND/OR CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

12.3 Essential. The Parties' respective responsibilities, warranties, and limitations of liability herein form an essential basis of the Parties' bargain. If Applicable Law limits the application of the provisions of this section (*Limitation of Liability*), Customer acknowledges and agrees that AssetWorks' liability will be limited to: (a) the maximum extent permitted by law; (b) claims presented to AssetWorks principal office in writing within six (6) months of expiration or earlier termination of this Agreement; and (c) claims not waivable.

13 TERM & TERMINATION.

13.1 Term. The term of this Agreement will commence on the Effective Date and continue for the greater of: (a) the period detailed on the first page of this Agreement or the Order, or if none is specified, a default term of **five (5) years**; or (b) for so long as Customer continues to use the Services (the "**Term**"). Thereafter, the Term will renew for successive one (1) year periods upon mutual agreement absent ninety (90) days' written non-renewal notice from Customer.

13.2 Termination for Cause. Either Party may terminate this Agreement for: (a) material breach after providing written notice and reasonable opportunity to cure of no less than thirty (30) days; (b) failure of the Service to perform substantially in accordance with the Documentation due to an AssetWorks-verified issue for which a written action plan is not delivered to Customer within sixty (60) days of written notice from Customer; and (c) the other Party's insolvency, cessation of business, liquidation, assignment for the benefit of creditors, or any proceeding related thereto which is not dismissed within ninety (90) days.

13.3 Suspension for Nonpayment. Without limiting AssetWorks' other rights and remedies, AssetWorks may suspend or terminate access to the Service: (a) if Customer's account becomes delinquent and is not cured within ten (10) days of notice of nonpayment of undisputed fees; or (b) if AssetWorks reasonably concludes that Customer's actions are not consistent with the requirements of this Agreement or may subject AssetWorks or a third party to potential liability.

13.4 Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Service and delete, destroy, or return all copies of the Documentation and Software in its possession or control. If Customer terminates this Agreement for any reason other than termination for cause, Customer will be obligated to pay the balance due for the remainder of the Term of the Agreement computed in accordance with the Order. Customer agrees to pay such fees and for all work performed and reasonable costs incurred up to the effective date of such termination however terminated. The following will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) sections including but not limited to 1-4 (*SaaS, License, & Restrictions*), 9 (*Confidential Information*), 10.4 (*Warranty Disclaimers*), 11 (*Indemnification*), 12 (*Limitation of Liability*), 14 (*IPR Ownership*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

14 IPR OWNERSHIP; CUSTOMER DATA.

14.1 IPR Ownership. Customer and AssetWorks shall each retain ownership of and all right, title, and interest in and to their respective pre-existing IPR and any derivatives thereto. AssetWorks will not obtain any ownership rights, title, or interest to Customer's confidential data files nor will Customer obtain any ownership rights, title, or interest to the Software, SaaS, systems, and methods developed or employed by AssetWorks (collectively referred to herein as the "**Service**"). Services performed, code developed, deliverables, and any IPR however arising during this Agreement ("**Developments**") are not "works made for hire" nor any similar concept throughout the world, and AssetWorks is the sole owner of all right, title, and interest in such Developments. If any Developments may be considered "works made for hire" such that any IPR may accrue to Customer, then Customer hereby irrevocably assigns and agrees to assign any and all right, title, and interest thereto, whether now known or hereafter defined or discovered, to AssetWorks and Customer agrees to take such further action as AssetWorks may reasonably request to evidence such assignment. If Customer provides suggestions, enhancement requests, or ideas related to Services ("**Feedback**"), Customer agrees that AssetWorks has all rights to use, exploit, and incorporate such Feedback into the Services without restriction or payment.

14.2 Return of Customer Data. For up to thirty (30) days (or such greater period of time agreed to by the Parties or required by Applicable Law) following expiration or termination of the Agreement for any reason ("**Customer Access Period**"), AssetWorks will provide Customer with reasonable access to Customer Data in its existing format: ASCII comma, separated value (CSV format) with binary images TIFF, JPG, or PRF. Requests after this period or for other formats are subject to approval and may require additional fee.

14.3 Erasure of Customer Data. AssetWorks may permanently erase or otherwise render unrecoverable Customer Data: (a) if Customer's account is delinquent, suspended, or terminated for sixty (60) days or more; or (b) at the end of the Customer Access Period except to the extent prohibited by applicable law.

14.4 Use of Customer Data. AssetWorks will only process Customer Data in accordance with Customer's instructions, with adequate safeguards, and to provide, maintain, support, and enhance the Services. AssetWorks shall not: (a) access, process, or otherwise use Customer Data contrary to this Agreement; (b) give Customer Data access to any third party, except AssetWorks' subcontractors that have a need for such access to facilitate the Service and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, AssetWorks shall: (c) exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) comply with all Applicable Laws that are applicable both specifically to AssetWorks and generally to data processors (if applicable) in the jurisdictions in which AssetWorks operates physical facilities. Notwithstanding anything to the contrary contained herein, AssetWorks may use, reproduce, sell, publicize, and otherwise commercially exploit De-Identified Data (as determined in its sole discretion) to the fullest extent permitted by law including without limitation aggregated with data from other customers and commercial sources. "**De-Identified Data**" refers to Customer Data with information that could reasonably be used to identify an individual person, household, User, or Customer is removed or otherwise rendered de-identified.

14.5 Required Disclosure of Customer Data. Notwithstanding anything to the contrary herein, AssetWorks may use and disclose Customer Data as required: (a) by Applicable Law; (b) by proper demand of legal or governmental authority; (c) to provide the Service or functionalities paid for by Customer. AssetWorks shall give Customer prompt notice of any such legal or governmental demand (unless notice is prohibited, in which case, AssetWorks shall only disclose Customer Data to the limited extent necessary to comply with such demand) and AssetWorks shall cooperate with any Customer-initiated effort to seek a protective order or otherwise to contest such demanded disclosure at Customer's expense.

14.6 Data Accuracy; Integrity; Risk of Exposure. Notwithstanding anything to the contrary herein including any terms which Customer purports are required by applicable law, AssetWorks does not guarantee the privacy, security, authenticity, integrity, or non-corruption of any information transmitted through the internet or any mobile or wireless network or stored in any system connected thereto. AssetWorks will not be responsible for any claims, damages, costs, or losses whatsoever arising or in any way related to Customer's connection to, use of, or storage connected to the internet or any mobile or wireless network, nor shall AssetWorks have any responsibility or liability for the accuracy of data uploaded to the Service by Customer. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Service, Customer assumes such risks and all losses. AssetWorks offers no representation, warranty, nor guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties. AssetWorks will not be liable to Customer nor any third party for any losses related to Customer's use of the Software/Service insofar as such may be used to store, transmit, display, disclose, or otherwise utilize information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure or subject to regulation under Applicable Law (e.g. Excluded Data).

14.7 Third Party Access. Customer acknowledges and agrees that Customer is responsible for protecting and securing all data, usernames, and passwords from unauthorized use, whether such use is by Customer or by any other person/organization to whom Customer grants access (whether directly or through AssetWorks) ("**Third Party**"). Customer represents and warrants that it has obtained all relevant consents from Users such as employees or relevant data subjects for this access. Customer agrees that access by the Third Party (or anyone to whom Customer provides direct or indirect access) is at Customer's sole risk and expense. Customer further agrees to indemnify and hold AssetWorks harmless against any and all claims, losses, costs, damages, and liabilities arising out of or in any way related to such access, including but not limited to the failure to notify or obtain consent for this transfer or such access.

14.8 Customer Data Warranty Disclaimer. Customer warrants that: (a) it has not, will not, nor will it permit the transmission of Excluded Data to AssetWorks or otherwise into the Service; (b) Customer Data does not and will not include Excluded Data except to the extent necessary to make ordinary use of the Service in accordance with the Documentation; and (c) it shall inform AssetWorks of any Excluded Data promptly after discovery (without limiting AssetWorks' rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) AssetWorks has no liability for any failure to provide protections required by law applicable to Excluded Data or otherwise to protect Excluded Data; and (iii) AssetWorks' Services are not intended for management nor protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. AssetWorks is not responsible nor liable for any exposure or related loss to the extent that it involves Excluded Data.

14.9 Additional Fees. Unless explicitly prohibited by Applicable Law, Customer recognizes and agrees that AssetWorks may charge additional fees (without limitation) for: (a) activities (if any) required by Applicable Laws, and (b) activities requested of AssetWorks to help Customer comply with Applicable Laws.

15 PREDICTIVE ANALYTICS; TELEMATICS CLOUD; COLLECTION AND USE OF ASSET DATA: In the course of providing the Service, AssetWorks may receive or collect spatial data relating to the vehicles, mobile objects, devices, locations, Users (whether employees, contractors, suppliers, and/or customers of Customer), including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, driver-behavior information, vehicle diagnostics information, User ID numbers, and other usage information ("**Collected Data**"). If required, Customer agrees to notify its Users that a vehicle or other asset has been fitted with

equipment enabled for the Service which collects and analyzes data points associated with the vehicle's location and manner of operation. If Customer and/or User provided consent, AssetWorks may continue to receive and collect the Collected Data after the termination of the Service for purposes of facilitating Third-Party access requested by Customer. Customer agrees that, during and after termination of the Service, AssetWorks, its affiliates, and/or third-party suppliers may: (i) retain and use Collected Data to provide and improve the Service, Maintenance/Support, and Professional Services, and for conducting research and development; (ii) share Collected Data with affiliates and third-parties providing services to AssetWorks subject to obligations of confidentiality; (iii) AssetWorks may disclose Collected Data if required under applicable law, regulation, or court order; and (iv) AssetWorks may use and share with third-parties any Collected Data in aggregated or deidentified form (such that the source of the Collected Data cannot be identified) or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of AssetWorks for commercial marketing purposes, subject to the permissions and restrictions set forth in this Agreement, and in AssetWorks' then-current privacy policy (available at www.AssetWorks.com/privacy). To the extent required by applicable law, Customer agrees to provide notice to and to receive consents from its Users of: (v) the nature of the equipment and Service, (vi) AssetWorks' collection, use, and disclosure of Collected Data (which may contain Confidential Information) from time to time, and (vii) whether and if so the extent to which such Users' whereabouts, movements, vehicle usage, and other activities may be excluded from Collected Data or disassociated with such User.

16 THIRD-PARTY SERVICES

16.1 Third-Party Integrations. The Service may contain features which interoperate with products, applications, or services not provided by AssetWorks ("**Third-Party Service**"). To use such features, Customer may be required to obtain access to such Third-Party Service and grant AssetWorks access to Customer's account on such Third-Party Service. If Customer chooses to use a Third-Party Service, Customer hereby grants AssetWorks permission to allow the Third-Party Service and its providers to access any data (including data that may constitute Confidential Information) provided to AssetWorks by or on behalf of Customer as required for the interoperation of that Third-Party Service. Customer shall provide (and shall cause the provider of the Third-Party Service to provide) AssetWorks with any reasonably required information and materials needed to integrate the Third-Party Service. Customer's use of a Third-Party Service will be subject to the applicable terms between such Third Party and Customer. Customer recognizes and agrees that Customer Data and data regarding Customer's use of a Third-Party Service may be shared with and/or collected by such Third Party to improve that Third-Party Service.

16.2 Third-Party Disclaimer. AssetWorks provides integrations with Third-Party Services solely as a convenience which Customer accesses at its own risk. ASSETWORKS IS NOT RESPONSIBLE FOR THE UNAVAILABILITY, ACCURACY, OR RELIABILITY OF ANY INFORMATION, DATA, OR CONTENT FROM SUCH THIRD-PARTY SERVICES. AssetWorks is not responsible for any disclosure, modification, or deletion of such data resulting from such access by any Third-Party Service or its provider. Any acquisition by Customer of a Third-Party Service and any exchange of data thereby is solely between Customer and such Third Party. Unless agreed otherwise, AssetWorks neither warrants nor supports the Third-Party Service whether or not they are designated by AssetWorks as operable with the Service. Further, AssetWorks cannot guarantee the continued availability of and may cease to offer any features that interoperate with any Third-Party Service without entitling Customer to any refund, credit, or other compensation, if for example (without limit) the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation in a manner deemed acceptable to AssetWorks at its sole discretion.

17 API Terms

17.1 **API Definitions**. As used in this section, "**API Information**" means all information and data that is created, captured, or is otherwise accessible from the AssetWorks APIs through use of the Service. "**AssetWorks APIs**" or "**APIs**" mean AssetWorks' current or future application program interfaces (e.g., MAXQueue Module PLUS and Integrations Module PLUS (M5))

17.2 **API License**. Subject to the terms and conditions of this Agreement, AssetWorks grants to Customer during the prepaid term a personal, revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable, terminable subscription-based license to access or otherwise receive information from the AssetWorks APIs and to obtain API Information. This API 'license' is granted solely to aid Customer's internal provisioning of the Service to Users and for no other purpose.

17.3 **Access Tokens or Security Keys**. AssetWorks will give Customer and/or Users unique access token(s) or security key(s) to access the AssetWorks APIs for the purpose of accessing and receiving API Information. Customer will immediately notify AssetWorks if any User's access tokens or security keys are used or suspected of being used by a third party. Neither Customer, its Users, nor any Third Party is authorized to provide direct access, access token(s), or security key(s) for the AssetWorks APIs.

17.4 **Limitations and Restrictions**. The API license granted to Customer is subject to the following limitations and restrictions:

17.4.1 AssetWorks may, in its sole discretion, (a) modify, change, update and/or enhance the AssetWorks APIs at any time (a "Modification"), provided AssetWorks gives Customer commercially reasonable notice and supports Customer's access to the AssetWorks API in the same manner as prior to the Modification for a commercially reasonable period of time. Notwithstanding the foregoing, AssetWorks may suspend, terminate and/or revoke Customer's access, or make a Modification without providing

notice if necessary to address or prevent a security breach or to protect from the unauthorized disclosure of any API Information or other personally identifying information. In such circumstances, AssetWorks will notify Customer and use commercially reasonable efforts to ameliorate any impact from such action.

17.4.2 Customer acknowledges that, except as set forth in the API License section above, nothing in this Agreement grants or assigns to Customer (nor its Affiliates or any third party) any right, title, interest, or license of any kind, including in any patents, copyrights, trade secrets, trademarks, logos or other IPRs of AssetWorks.

17.4.3 AssetWorks may establish limits on the use of the AssetWorks APIs, including, but not limited to, the number of AssetWorks API requests initiated over a limited time period (e.g., per minute, hourly, and daily) upon advance notice to Customer and only to protect the functioning, security, and/or reliability of the API Information and/or AssetWorks APIs. AssetWorks shall make commercially reasonable efforts to maintain the availability of the AssetWorks API but does not guarantee the service level, availability, or quality of service of the AssetWorks APIs.

17.4.4 To the extent obtained by Customer pursuant to this Agreement, Customer will protect all API Information from unauthorized alteration, copying, access, storage, transmittal, or use. Customer must immediately notify AssetWorks of any unauthorized use, disclosure, or access to API Information.

17.4.5 Customer will not: (a) make derivative works of, reverse engineer, reverse compile, or disassemble the AssetWorks APIs; or (b) access or use the AssetWorks APIs in any unauthorized manner, including any way that will (i) infringe any AssetWorks' or third party's copyright, patent, trademark, trade secret, other property rights or rights of publicity or privacy; or (ii) violate any applicable law, statute, ordinance, or regulation.

17.5 **Customer API Security**. Customer will not: (a) use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services or collect, disseminate, use, store or disclose information about AssetWorks customers for any unauthorized purpose; (b) disable, override or otherwise interfere with any AssetWorks alerts, warnings, display panels, consent panels and the like; (c) disrupt, disable, harm or otherwise impede the operation of any software, firmware, hardware, wireless communications device, computer system or network; (d) enable any third party to access the AssetWorks APIs to circumvent Service controls or otherwise penetrate AssetWorks network; or (v) take any action that affects or is otherwise competitive with any AssetWorks Service. Customer is solely responsible for protecting the confidentiality of any API Information or data that it collects or uses from the AssetWorks APIs.

17.6 **API Disclaimer**. ALL INFORMATION, MATERIALS, SOFTWARE, TECHNOLOGY, AND SERVICES PROVIDED BY ASSETWORKS INCLUDING (WITHOUT LIMIT) THE ASSETWORKS APIs ARE PROVIDED "**AS IS**", "**AS AVAILABLE**", and "**WITH ALL FAULTS**". ASSETWORKS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS OF ANY KIND WHATSOEVER INCLUDING (WITHOUT LIMIT) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND THE WARRANTIES OF TITLE OR NONINFRINGEMENT. CUSTOMER AND/OR ITS INTERMEDIARIES ASSUME ALL RISK AS TO THE AVAILABILITY, SUITABILITY, QUALITY, AND PERFORMANCE OF THE ASSETWORKS APIs AND API INFORMATION AND ASSETWORKS EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY RELATED THERETO.

18 MISCELLANEOUS.

Independent Contractors. Parties are independent contractors in all regards. Neither party is an agent authorized to make commitments on the other's behalf. Notices. Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail provided a Party may decline to receive e-mail notice; (iii) when delivered by overnight express; or (iv) three days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested, in each case addressed to the Party at its address for notices stated on the Order or identified herein. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section. Force Majeure. Neither party will be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, failure of common carriers, internet services providers, or other communication devices, acts of cyber criminals, acts of any governmental body (whether civil, military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a Party is obtaining or must obtain approvals, authorizations, licenses, franchises, or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "**Force Majeure**"); however, nothing in this Section shall relieve Customer of the obligation to make payments when due. Any delays cause by Force Majeure shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled will be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from Force Majeure. Assignment & Successors. Neither Party may assign this Agreement nor any of its rights or obligations hereunder without the prior express written consent of the other Party, which approval shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns. Notwithstanding the foregoing, in the event of an assignment or novation of this Agreement to an AssetWorks' affiliate pursuant to a *bone fide* internal corporate reorganization, AssetWorks shall not require Customer's prior written consent. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid

or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement. Non-Solicitation. During the Term of this Agreement and for one year thereafter, Customer shall not solicit the employment nor contract for the services of any individual or entity that was an employee, agent, or subcontractor of AssetWorks during the Term of this Agreement. Nothing in this section shall prohibit Customer from placing a *bona fide* public advertisement for employment which is not specifically targeted at AssetWorks, nor shall Customer be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of New York without reference to: (a) any conflicts of law principle; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of New York, New York. Construction; Conflicts. The Parties agree that the terms of this Agreement result from arms-length negotiations and its terms will not be construed in favor of or against either Party by reason of authorship. All exhibits, schedules, and documents attached hereto or incorporated herein are intended to be read and construed in harmony with each other. In the event of any conflict between any provision of this Agreement, the order of precedence set forth on page 1 of this Agreement shall control. Any Customer purchase order terms are deemed to be for Customer's internal purposes only and are specifically rejected. Section headings are inserted only for convenience and in no way define, limit, extend, or otherwise impact the interpretation of any section or this Agreement. Counsel. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding. Technology Export. Customer shall not: (a) permit any third party to access or use the Service in violation of any law or regulation; or (b) export any Software or Confidential Information provided by AssetWorks except in compliance with all applicable laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Service in, nor export the Software or Confidential Information to, a country subject to a United States embargo (e.g., the Crimea Region of Ukraine, Cuba, Iran, North Korea, Russia, and Syria). Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and executed by its duly authorized representative. Electronic Execution in Counterparts. This Agreement may be executed electronically (e.g. DocuSign) and in one or more counterparts, each of which will be deemed an original, and all which will constitute a single instrument. Amendment. This Agreement may only be amended via written agreement signed by both Parties' authorized representatives that explicitly states its intent to amend this Agreement. Customer PO terms are null and void. Notwithstanding the foregoing, AssetWorks may revise the Documentation at any time effective on the date posted provided such amended Documentation shall not materially reduce Customer's rights or protections.

19 DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

19.1 "**Active Equipment Unit License**" means a license for each Active Equipment Unit covered by or utilizing the Service. "**Active Equipment Unit**" means any vehicle, asset, or other unit on which work is performed or for which activity is reported. Customer must pay fees to cover all Active Equipment Units unless Parties agree otherwise.

19.2 "**Concurrent License**" means a license for an authorized user of the Software, provided that the number of simultaneous users may not exceed the number of licenses purchased. Each simultaneous login to the Software (through active browser sessions) will be deemed to constitute one Concurrent License.

19.3 **"Customer Data"** means any data, information, or material that Customer or Customer's Users may disclose or submit to AssetWorks or the Service in the course of properly using the Service in accordance with the Documentation and best practices regarding minimization of personal information. Customer Data does not include Excluded Data, public information, or inferences derivable from Customer Data.

19.4 "**Documentation**" means the standard documentation and/or user manual (i.e. technical literature) provided or published by AssetWorks. Company shall ensure that any copies of such documentation include the following marking:
AssetWorks Inc. reserves all rights in this document, the subject matter, illustrations, and methodologies contained therein. Any reproduction, disclosure to third parties, or utilization of its contents – in whole or in parts – is forbidden without prior written consent of AssetWorks Inc. © Copyright 2024 AssetWorks Inc. All rights reserved.

19.5 "**Enterprise License**" means a license for the Software that allows for an unlimited number of users and tracks an unlimited amount of assets. Pricing is based on the population of the city, town, region, fleet, college, university, department, etc. ("**Population Base**") Customer utilizes in the Enterprise License to cover. Customer must promptly pay increased fees for an Enterprise License reconciliation if Customer's Population Base increases beyond the Customer's licensed limits for any reason, including, but not limited to, a material increase in Population Base, use of the Software to provide the Services to an additional population, or merger of Customer with any other entity that increases the population served by the Software.

19.6 "**Excluded Data**" means Payment Card Industry (PCI) or similar regulated financial information; protected health information (PHE) under HIPAA or similar regulated medical information of any nature; personal financial or any sensitive personal information subject to heightened privacy and/or security requirements by law, regulation, or applicable third-party terms (e.g., government issued identification or license

numbers, personal bank account numbers, passport or visa numbers, credit card numbers, social security numbers, passwords and security credentials); or any other unnecessary personal identifiers (i.e., any information capable of truncation, hashing, or greater minimization); and any other categories of data for which the Service is not suitable or the input of which is unnecessary to make ordinary use of the Service per the Documentation and Customer's own policies and best practices in regards to Excluded Data.

19.7 **"Order Effective Date"** means the date: (a) an Order is countersigned by the Parties, (b) an Order is signed by Customer and/or its authorized intermediary and accepted by AssetWorks, or (c) which the Parties deemed their agreement to be effective as of.

19.8 **"Software"** means AssetWorks' proprietary Software either: (a) perpetually licensed for on-premise installation in a Customer Environment, (b) perpetually licensed and hosted by AssetWorks in a Hosted Environment, (c) made available through an access-restricted website or designated IP address hosted via a third-party data center on a prepaid-subscription basis inclusive with Maintenance/Support under a software-as-a-service model ("SaaS"). "Software" includes commercially available updates, enhancements, and new versions if Customer subscribes for Maintenance/Support and may be revoked for material breach (e.g. nonpayment) to the extent permitted by Applicable Law.

19.9 **"Intellectual Property Rights"** or **"IPR"** means unpatented inventions, patent applications, patents, design rights, works of authorship, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, ideas, concepts, algorithms, database schema, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world with respect to all intellectual property incorporated into any Development, ORDER, or other deliverable whether or not first created, discovered, or developed by AssetWorks in providing the Services.

19.10 **"Order"** or **"Order Form(s)"** means the form evidencing the initial license or subscription and any subsequent Order submitted online or in written form (including any countersigned ORDER), specifying the applicable Software, SaaS, Services, fees, and other charges agreed to between the Parties, each such fully executed Order to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of the Order shall prevail);

19.11 **"Source Code"** means software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

19.12 **"User(s)"** or means Customer's employees, representatives, consultants, contractors, or agents who use the Service on Customer's behalf or through Customer's account or passwords (whether or not authorized).

19.13 **"Deliverable(s)"** means any copyrightable works, code developed, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by AssetWorks (either alone or jointly with Customer or others) that arise during the Term of this Agreement or result from Professional Services performed pursuant to any Order and delivered to Customer hereunder. *Deliverables are not "works made for hire"*

19.14 "Law" or "Applicable Law(s)" means privacy and security laws governing AssetWorks' handling (if any) of Customer Data and other applicable laws and regulations in force as of the Effective Date. For the avoidance of doubt, Applicable Laws do not include laws applicable to Customer or its data to the extent not described in the preceding sentence, including laws in regards to Excluded Data.

19.15 "Maintenance" means the support and maintenance services provided by AssetWorks to Customer on a pre-paid annual subscription basis (i.e. maintenance-as-a-product) inclusive with SaaS but exclusive of Hosting Services and Professional Services.

19.16 "Professional Services" means those technical or non-technical services performed or delivered by AssetWorks under this Agreement as set forth in an Order.

19.17 "Order" means any AssetWorks quotation agreed to by Customer, AssetWorks Order Form, statement of work, or other terms set forth on any ordering document executed in writing by the Parties provided such document incorporates AssetWorks quotation.

19.18 "SLA" means AssetWorks' service level objectives, target availability level, and service level credit for unavailability of the Service.