

General Terms and Conditions

1. Services. These terms and conditions (these “**Terms**”) shall govern the sale and provision of services (“**Services**”) by Fleetworthy Solutions, Inc., a Wisconsin corporation (“**Fleetworthy**”) to the buyer (“**Customer**”) as sold by Cive (“**Partner**”). The Fleetworthy Services may include the following, driver qualification file management, auditing, administration, and related compliance services such as background checks, drug and alcohol testing, DOT safety, risk management, and access to Fleetworthy Software as provided and described in the Customer Order.

2. Fleetworthy agrees to perform the Services set forth in the Customer Order in accordance with any written requirements included in the Customer Purchase Order and all applicable laws, regulations, rules, ordinances, guidelines and professional standards, including those pertaining to the confidentiality and the use and disclosure of people’s personal identification and health information. The Services will be performed in a timely and professional manner, and Customer agrees to supply Fleetworthy, in a timely manner, with all correct information required by Fleetworthy to perform the Services during the agreement Term. Customer will not hold Fleetworthy responsible for, and agrees to pay, any additional costs, fines, or other fees created by Customer’s incorrect or incomplete information, certificate errors, or other matters not directly controlled by Fleetworthy. Fleetworthy may utilize outside contractors, subcontractors, contract consultants, representatives, or agents to perform the Services in Fleetworthy’s sole discretion. Fleetworthy may, from time to time, change processes related to the Services identified in Customer Order without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services agreed upon.

3. Software. Part of the Services provided to the Customer pursuant to the Customer Order may provide access to the Fleetworthy software or other systems, applications, materials, or technologies (collectively “**Software**”). The Customer is responsible for compliance with, and will be bound to the end user license agreement (“**EULA**”) and any additional or applicable terms and conditions for the Software as identified in the Customer Order or Service Agreement. To the extent that there is a conflict between this Agreement, the EULA, and any terms and conditions in the Customer Order, the terms of the EULA will apply first, this Agreement second, and the Customer Order will apply next.

4. Deliverables. “**Deliverables**” shall mean any reports generated for the Customer, utilizing Customer data, by any Service or Software provided by Fleetworthy. Except for “**Pre-Existing Materials**”, Customer is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all intellectual property rights therein. Fleetworthy and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all intellectual property rights therein. Fleetworthy hereby grants the Customer a perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Fleetworthy. "Pre-Existing Materials" means all documents, data, know-how, methodologies, technologies, software and other materials, including computer programs, reports and specifications, provided by or used by Fleetworthy in connection with performing the Services, in each case developed or acquired by Fleetworthy prior to the commencement or independently of this Agreement.

5. Non-Disclosure/Proprietary/Confidential Information. Except as specifically permitted in writing or as required to perform the Services or as permitted under the EULA, neither of the Parties will disclose to any third persons any unpublished information or knowledge it acquires about the other Party's business, products, employees, or methods, unless such disclosure is required by law.

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6. Notice. Notices sent in accordance with this Section 5 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by fax or email to the other Party at its address as follows, or to such other address(es) as either Party may, by written notice, designate to the other from time to time.

- a. If to Customer; send to the address set forth on the Customer Purchase Order
- b. If to Fleetworthy; send to Fleetworthy Solutions at 4600 American Pkwy, Suite 300, Madison, WI 53718 Attn: CFO/VP of Finance

7. Services/Service Levels. Subject to and conditioned on the terms and conditions of the EULA, the Company shall use commercially reasonable efforts to make available to the Customer the services provided by the Software and those set forth in the Customer Order form (collectively, the “**Services**”) at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar month (each such calendar month, a “**Service Period**”), in accordance with the Company Materials and terms and conditions hereof, including to host, manage, operate, and maintain the Software for use by the Customer (“**Hosted Services**”), except for:

- a. Scheduled Downtime;
- b. Service downtime or degradation due to a Force Majeure Event;
- c. An act or omission by Customer to use, access or otherwise interact with the Software, or Hosted Services, that does not strictly comply with this Agreement, EULA, or the Company Materials;
- d. Customer’s or Authorized User’s Internet connectivity;
- e. Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by the Company pursuant to this Agreement;
- f. Any other circumstances beyond the Company’s reasonable control, including the Customer’s or Authorized User’s use of third-party software, misuse of the Hosted Services, or use of the Services other than in compliance with the express terms of this Agreement, EULA, or the Company Materials;
- g. Any suspension or termination of the Customer’s or Authorized User’s access to or use of the Hosted Services as permitted by this Agreement, EULA, or the Company Materials.

8. System Control/Updates. Except as otherwise expressly provided in the Customer Order, as between the parties:

- a. The Company has and will retain sole control over the operation, provision, maintenance, and management of the Services, including the: (i) The Company Systems; (ii) Selection, deployment, modification, and replacement of the Software; and (iii) performance of Support Services and Service maintenance, updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features, or modify or delete in their entirety certain features and functionality (collectively, including related documentation, “**Updates**”);

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- b. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality;
- c. Changes in scope beyond the Service descriptions in the Customer Order will be handled through a controlled and documented change control management process.
- d. The Company reserves the right, in FWS sole discretion, to make any changes to the Software or Services that it deems necessary or useful to: Maintain or enhance (i) the quality or delivery of the Company's services to you, (ii) the competitive strength of or market for the Company's services, or (iii) the Services' cost efficiency or performance; or to comply with applicable law.