



Rarestep, Inc., dba Fleetio

Customer Information

Customer: Columbia County Road Contact: grant.dejongh@columbiacountyor.gov
Account ID: Billing Email: v
Account Executive: Sara Grace Black Billing Address: 1054 Oregon St, St. Helens, Oregon 97051, United States

Order Information

Quote Expiration Date: December 26, 2025 Initial Term: 60 months
Initial Term Start Date: January 31, 2026 Reference: 006QQ00000LvOvzYAF
Initial Term End Date: January 30, 2031

Subscriptions

Table with 5 columns: Product, Quantity, Price, Discount, Per Payment Amount. Rows include Premium - Year 1-5 and Onboarding: 50-499 Vehicles.

Any discount listed in the table above shall be applicable only to the Initial Term. Thereafter, such discount(s) shall revert to zero for any renewal terms.

Fleetio is required to charge sales tax on your order pursuant to certain state and local tax laws where it is registered to collect tax. Any applicable tax charges will appear separately on your invoice.

Payments

Upon execution of this Order Form and for each Renewal Term, if applicable, Customer shall pay the fees as described above. All monetary amounts are in United States dollars unless otherwise expressly stated.

Credit card or bank account (ACH) must be added to automatically process payments ("AutoPay"). Instructions will be sent upon agreement completion. The following types of customers are required to pay via AutoPay, with first payment to be made on the Initial Term Start Date and on the first day of each payment period thereafter (as indicated under "Payment Frequency" above, "Payment Period"): those on the Essential Plan, and those on any other Plan having an annual (or annualized) payment of less than \$5,000.

Payment is due in full within 30 days of receipt for all invoices not paid via AutoPay as specified below. If Customer is paying by remittance (as specified below), then an invoice shall be issued on the Initial Term Start Date and on the first day of each Payment Period thereafter, if any.

Table with 3 columns: Product, Payment Frequency, Payment Type. Rows include Premium (Annual, Remittance) and Onboarding: 50-499 Vehicles (One Time, Remittance).

## Tax Exemption Information

Tax Exempt Customer: No

## Onboarding Services

All onboarding services must be used within the 90-day period following the Initial Term Start Date. Customer and Fleetio agree to begin onboarding services within 30 days of the Initial Term Start Date.

## Subscription Terms and Conditions

The parties agree to be legally bound by the Fleetio Master Subscription Agreement attached hereto as Exhibit A ("MSA") and this Order Form. In the case of any conflict among the preceding documents, the MSA shall govern. The MSA and this Order Form constitute the entire agreement between the parties for the services above and cannot be modified (including by any purchase order not explicitly referenced and incorporated herein) without the prior written consent of both parties. **THERE SHALL BE NO FORCE OR EFFECT TO ANY DIFFERENT TERMS OF ANY RELATED PURCHASE ORDER OR SIMILAR FORM EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF.**

Rarestep, Inc., dba Fleetio

columbia county road

Signature

Title

Signature

Title

Name

Date

Name

Date

## Fleetio Support

### Schedule: Fleetio Support Services

During the Term of this Order Form, Fleetio shall provide assistance to Customer via email, telephone, and online chat during normal Fleetio business hours as set forth on Fleetio's website (<https://www.fleetio.com/contact>). Further, Customer shall have access to support documentation via Fleetio products at any time.

Fleetio shall use reasonable commercial efforts to correct, at no additional charge, any reproducible errors reported by Customer within the timeframes described in the table below:

| Category | Severity | Definition | Acknowledgement SLA | Resolution SLA |
|----------|----------|------------|---------------------|----------------|
|          |          |            |                     |                |

|                                   |                    |  |   |   |
|-----------------------------------|--------------------|--|---|---|
| Critical Production Incidents     | P1                 | Service Down/Unusable: An essential customer business service is critically impacted and there is no workaround available.   | Within 1 business hour of the incident being logged by Customer via the Fleetio support portal. Status updates may also be available at status.fleetio.com. | ASAP.   |
| Non-Critical Production Incidents | P2                 | Service Severely Impaired: An essential business service is impacted.  | Within 8 business hours of the incident being logged by Customer via the Fleetio support portal.  | Will be scheduled ASAP to be addressed as the product development schedule permits.             |
| Non-Critical Production Incidents | All other Requests | Service Usable: There is very little to no impact to the business. There may or may not be a workaround available. May reflect an area or possible service enhancement | Within 3 business days of the incident being logged by Customer via the Fleetio support portal.   | Will be scheduled when there are enough similar cases accumulated to be addressed in an update. |

Fleetio shall review all requests for improvements and new functionality, but Fleetio shall have no obligation to provide any modifications to the Services.

Fleetio reserves the right, from time to time, to make modifications to support services (or particular components thereof), provided that such modifications do not materially reduce the support services in effect as of the Effective Date of this Order Form. Fleetio shall notify Customer of any such changes to support services.

**Amendments:**

The following is hereby appended to the MSA:

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned

business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of the state of Oregon and all political subdivisions of the state of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of Oregon and all political subdivisions of the state of Oregon during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

Deal Desk Initials:

AE Initials:

## Exhibit A

# Fleetio Master Subscription Agreement

LAST UPDATED: 2025-01-31

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**BY ENTERING INTO AN ORDERING DOCUMENT INCORPORATING THIS FLEETIO MASTER SUBSCRIPTION AGREEMENT (THIS "MSA") BY REFERENCE (EACH AN "ORDERING DOCUMENT"), FLEETIO AND THE CUSTOMER IDENTIFIED IN THE ORDERING DOCUMENT ("CUSTOMER") AGREE THAT THIS MSA, TOGETHER WITH THE APPLICABLE ORDERING DOCUMENT, SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AND PROVIDE THE TERMS AND CONDITIONS FOR ALL SERVICES PROVIDED OR TO BE PROVIDED TO CUSTOMER AS SET FORTH IN SUCH ORDERING DOCUMENT. EACH ORDERING DOCUMENT AND THIS MSA AND ANY EXHIBITS, ATTACHMENTS AND DOCUMENTS LINKED TO, TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SERVICES SET FORTH IN THE APPLICABLE ORDERING DOCUMENT AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE OR THIS "AGREEMENT." IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDERING DOCUMENT AND THIS MSA, THIS MSA SHALL PREVAIL; PROVIDED, HOWEVER, IN THE EVENT AN ORDERING DOCUMENT CONTAINS EXPRESS LANGUAGE THAT A SPECIFIED**

**PROVISION WITHIN SUCH ORDERING DOCUMENT IS TO CONTROL OR A SPECIFIED PROVISION IN THIS MSA IS MODIFIED, THEN SUCH PROVISION OF THE ORDERING DOCUMENT SHALL PREVAIL IN THE EVENT OF ANY CONFLICT WITH THIS MSA, BUT ONLY WITH RESPECT TO SUCH ORDERING DOCUMENT. IN THE EVENT A CUSTOMER PROVIDES A PURCHASE ORDER, SUCH PURCHASE ORDER WILL BE CONSIDERED SOLELY FOR INVOICING PURPOSES AND ANY TERMS CONTAINED THEREIN SHALL BE VOID NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN SUCH PURCHASE ORDER. ANY ANCILLARY TERMS OR CONDITIONS PROVIDED BY CUSTOMER AND NOT CONTAINED IN THIS AGREEMENT, EVEN IF SIGNED BY FLEETIO SHALL BE NULL AND VOID.**

**FLEETIO RESERVES THE RIGHT TO UPDATE AND CHANGE THIS MSA FROM TIME TO TIME AND WILL PROVIDE NOTICE TO CUSTOMER BY CHANGING THE “LAST UPDATED” DATE ABOVE. ALL CHANGES ARE PROSPECTIVE ONLY. IT IS CUSTOMER’S OBLIGATION TO BE FAMILIAR WITH THE MOST CURRENT VERSION OF THIS MSA. CONTINUED USE OF THE SERVICES AFTER ANY SUCH CHANGES SHALL CONSTITUTE CUSTOMER’S ACKNOWLEDGMENT OF AND CONSENT TO SUCH CHANGES. CUSTOMER CAN REVIEW THE MOST CURRENT VERSION OF THIS MSA AT ANY TIME AT [HTTPS://WWW.FLEETIO.COM/TERMS/MSA](https://www.fleetio.com/terms/msa). ANY NEW FEATURES, INCLUDING THE RELEASE OF NEW TOOLS AND RESOURCES, SHALL BE SUBJECT TO THE THEN-MOST CURRENT MSA.**

**Customer and Fleetio agree as follows:**

**“Affiliate”** means, in relation to a party, any Person from time to time directly or indirectly controlling, being controlled by, or being under common control with such party, where control shall mean the direct or indirect possession of at least half the voting securities of any Person or the power effectively to direct, or cause to be directed, the management and policies of such Person through the ownership of voting securities or voting interest or otherwise.

**“Documentation”** shall have the meaning given to that term in Section (B)(i), below.

**“Fleetio”** means Rarestep, Inc. dba Fleetio or one of its Affiliates, as set forth in the Ordering Document.

**“Customer”** means the party to whom Fleetio is to provide products and/or services pursuant to the Ordering Document (whether identified as “licensee”, “customer”, “client” or similar designation in the Ordering Document). If “Customer” includes more than one Person, the obligations imposed upon each shall be joint and several. The act of, notice from or to, or signature of any one or more of such Persons included within “Customer” shall be binding on all such Persons with respect to all rights and obligations under the Agreement, including but not limited to any renewal, extension, termination or modification of the Agreement.

**“Person”** means any natural person, sole proprietorship, partnership, corporation, limited liability company, company, business trust, joint stock company, trust, unincorporated association, joint venture, or other legally recognized entity of whatever nature.

**“Sensitive Information”** means any residential addresses or geolocation data (other than IP address), passwords, personal credit card or debit card information, personal financial account

information, consumer credit information, personal health information, social security numbers or other similar government identifiers, passport and visa numbers, driver's license numbers, birth dates, employment records, physical or mental health condition or information, information on racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, or any other information that would be subject to the Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standards designed to protect similar information. The expiration date of a driver's license is not Sensitive Information, but any other information on a driver's license is Sensitive Information.

“**Service(s)**” means the software-as-a-service offering hosted by or on behalf of Fleetio and ordered by or for Customer as set forth in an Ordering Document.

### **1. Subscribed Services and Grant of License**

- A. **The Services.** Fleetio, directly or through an Affiliate, agrees to provide to Customer the Services set forth in each Ordering Document. The Services may include information, access to and/or use of software or other technology and related documentation of Fleetio, its Affiliates, and/or their respective licensors (the “Fleetio Technology”), or other services. Fleetio will make the Services available to the Customer via password-protected online access accessible by Customer with usernames and passwords, via an application programming interface (“API”), via mobile applications, or as otherwise mutually agreed by the parties. With respect to each Ordering Document and subject to the terms and conditions herein, including the payment by Customer of all amounts due under the applicable Ordering Document, Fleetio grants to Customer a non-exclusive, non-transferable, and non-assignable (except as permitted under Section 12(B) below) license for the Term set forth in the applicable Ordering Document to access and use the Services set forth in each such Ordering Document in accordance with the terms and conditions of the Agreement.
- B. **Constant Evolution.** The Services will be provided as they exist and as they may be updated and amended by Fleetio throughout the Term. Features, functions, and entitlements of the Fleetio Technology are provided “as is” and as they may be modified, supplemented, reorganized, renamed or removed from time to time in Fleetio's sole discretion. Fleetio shall have no liability to Customer for any modification to any Service, provided that the product or Service provided substantially conforms to the description in the Ordering Document and the Documentation.
- C. **Ownership.**
  - i. **Generally.** Customer acknowledges and agrees that, as between Customer and Fleetio, the Fleetio Technology and all intellectual property rights therein, are the sole and exclusive property of Fleetio or third parties providing licenses to Fleetio. Customer acknowledges and agrees that the Agreement does not transfer any ownership, right, title, or interest in the Fleetio Technology, nor any part thereof, to Customer except the limited use license provided hereunder, and Customer expressly disclaims and waives any and all claims to any ownership interest in the Fleetio Technology. Subject to the limited rights expressly granted hereunder, Fleetio, its Affiliates and/or its licensors reserve all right, title, and interest in and to the Fleetio Technology, including all intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein.
  - ii. **Feedback.** Customer hereby grants Fleetio a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable

right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially exploit any suggestion, feedback or ideas regarding the Services that Customer communicates to Fleetio, and Customer acknowledges and agrees that Fleetio assumes no obligation of confidentiality or nondisclosure, express or implied with respect to such feedback or ideas regarding the Services that Customer communicates to Fleetio.

- D. **Third-Party Applications.** “Third-Party Applications” means computer software programs and other technology that are provided or made available to Customer or Authorized Users by third parties, including those with which the Fleetio Technology may interoperate. Fleetio may make available certain “Integration Tools”, which consist of Fleetio Technology designed to allow Customer to use Fleetio Technology in such a way as to interoperate with one or more Third-Party Applications. Fleetio is not responsible for and does not endorse any Third-Party Applications or websites linked to by Fleetio Technology.
- E. **Anonymized, Aggregated Data.** Notwithstanding anything to the contrary set forth in this Agreement, Customer agrees that Fleetio may generate aggregated, anonymized statistics and other data about its customers' use of the Services that are non-personally identifiable with respect to Customer and/or any individual (“Anonymized Data”) and use the Anonymized Data for any purpose, including, without limitation, sales, marketing, business development, product enhancement, or customer service initiatives and share such Anonymized Data publicly (by way of example only, through benchmarking reports) so long as neither Customer nor any individual can be identified from such Anonymized Data. Fleetio shall own the Anonymized Data which shall not be subject to any data deletion requirements in this Agreement.

## 2. Authorized Use of Fleetio Technology and Restrictions

- A. **Authorized Users.** Customer shall be entitled to designate individuals as authorized users of the Services (each an “Authorized User”). Only employees of Customer may be Authorized Users and only assets owned and/or operated by Customer may be managed under Customer’s Services account (“Customer’s Account”) unless otherwise agreed to by Fleetio in a signed writing; provided, that, the following individuals may be Authorized Users: (a) employees of Customer’s Affiliates who may use the Services to manage assets owned and/or operated by Customer or such Affiliate, and (b) employees of a third party that provides goods and/or services to Customer so long as use by these individuals of Customer’s Account is solely related to management of assets owned and/or operated by Customer. Without limiting the generality of the foregoing sentence, Customer may not permit its own customers, Affiliates, independent contractors, representatives or other third parties to use the Services under Customer’s account other than as permitted pursuant to the foregoing sentences of this Paragraph A. Customer shall ensure all of its Authorized Users use the Services only as permitted under this Agreement and shall be responsible for compliance with the terms of the Agreement by all of its Authorized Users, whether or not they are employees. Customer acknowledges and agrees that Authorized Users must provide Fleetio with certain identifying information in order to register as an Authorized User.
- B. **Termination of Authorized Users.** If the employment or engagement (whether as an employee, contractor, consultant, or in any other similar relationship) of any Authorized User that was in effect as of the date such person was designated as an Authorized User terminates, Customer shall promptly take all reasonable steps to ensure that such person ceases accessing the Services. Customer is solely responsible for restricting and terminating Authorized Users from the Services.
- C. **Restrictions**
  - i. **Generally.** Customer shall use the Services only as set forth in the Agreement. Customer shall not (i) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Fleetio Technology; (ii) reproduce, modify, create, or prepare derivative

works of any of the Fleetio Technology; (iii) distribute or display any of the Fleetio Technology other than to Customer's Authorized Users; (iv) share, sell, resell, rent, lease, or otherwise distribute access to the Services or use the Services to operate any timesharing, service bureau, or similar business; (v) alter, delete, or otherwise remove any proprietary notices within the Fleetio Technology; (vi) disclose the results of any benchmark tests to any third parties without Fleetio's prior written consent; (vii) use the Services to store or transmit any "viruses," "worms," "Trojan horses," "e-mail bombs," "cancelbots" or other harmful computer code, files, scripts, agents, or programs; (viii) use the Services to store or transmit deceptive, infringing, defamatory or otherwise unlawful or tortious materials, or to store or transmit material in violation of (x) third-party privacy or other rights, or (y) confidentiality obligations to third parties; (ix) access the Services in order to build a competitive product or service; (x) interfere with or disrupt the integrity or performance of the Services; or (xi) use aggressive, harassing, discriminatory, insulting, abusive or otherwise objectionable language when communicating via any medium with employees of Fleetio ("Objectionable Behavior"). Engaging in Objectionable Behavior may be treated by Fleetio as a material breach by Customer of this Agreement subject to Fleetio's remedies set forth in Section 3.D and 3.E. below.

- ii. **Mobile Software.** Fleetio may make available software to access the Services via a mobile or tablet device ("Mobile Software"). To use the Mobile Software, Authorized Users must have a mobile device that is compatible with the Mobile Service. Fleetio does not warrant that the Mobile Software will be compatible with Authorized Users' mobile devices. Fleetio hereby grants Customer a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for Customer's Fleetio account on mobile devices owned or leased solely by the Authorized Users, for their sole use. Without limiting the generality of Section 2(C)(i) above, Customer may not and shall not permit any Authorized User to: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. Customer acknowledges that Fleetio may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that Authorized Users are using on their mobile devices. Customer consents for itself and on behalf of the Authorized Users to such automatic upgrading on Authorized Users' mobile devices, and agrees that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Fleetio or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by Customer or Authorized Users to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Fleetio reserves all rights not expressly granted under this Agreement.

1. [Click here](#) to see the additional terms applicable to Mobile Software from Apple App Store and Google Play.
2. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. Customer agrees to comply with all applicable laws related to use of the Mobile Software and the Services.

D. **Limitations on Use of the Services.** Customer shall not override or circumvent, or attempt to override or circumvent, any security feature, control, or use limits of the Fleetio Technology. Customer shall not designate any person as an Authorized User if Customer has reason to believe such person is likely to use the Services in contravention of the terms of the Agreement. Customer may only use the Services to manage that number of assets permitted to be managed under the Services plan purchased by Customer or as otherwise indicated in the Ordering Document. The following is prohibited: access or use of the Services as an individual or entity who is not legally authorized to act as a representative of an individual or entity identified as the purported customer of the Services; use of fake email accounts; use of personal or other email addresses used or designed to shield, obfuscate, or hide from Fleetio the identity of the individuals or entities accessing or using the Services.

E. **Unauthorized Access and Use.** In the event Fleetio has a reasonable belief that Customer or any Authorized User is engaged in any unauthorized or prohibited access or use of the Service or other Fleetio Technology in violation of this Agreement or any behavior prohibited by this Section 2, Fleetio shall notify Customer. If Customer does not resolve such an issue within ten (10) days of receipt of such notice, Fleetio may suspend Customer's access to the Fleetio Technology until such violation is resolved to Fleetio's reasonable satisfaction. Fleetio will timely provide Customer notice of such suspension and the reasons for such suspension. Fleetio shall have no liability to Customer for such period of suspension and a suspension shall have no effect on the Term of the Agreement or on Customer's obligation to pay the Subscription Fee.

### 3. Term and Termination

A. **Term.** This Agreement is effective as of the effective date of the first Ordering Document entered into by Fleetio and Customer and will remain in effect until terminated in accordance with its terms. Each Ordering Document will terminate upon expiration of its Term, unless expressly stated otherwise therein or in this Agreement. For each Ordering Document, the initial term of the Ordering Document is that which is set forth in the subject Ordering Document (the "Initial Term" and together with any period of extension under Section 3(B) hereof, the "Term"). No Ordering Document is cancellable except pursuant to Section 3(D) below. Without limiting the generality of the foregoing sentence, even if Customer makes payments under an Ordering Document on a monthly basis, if the Initial Term or Renewal Term of a Customer's Ordering Document is longer than a month, Customer may not terminate that Ordering Document prior to the end of such Initial Term or Renewal Term and shall remain liable for all Subscription Fees thereunder through the end of such Initial Term or Renewal Term, except if Customer terminates this Agreement or an Ordering Document pursuant to Section 3(D)

below. If there is no Ordering Document currently in effect, either party may terminate this Agreement upon written notice to the other party. With Fleetio's permission, Customer may replace an Ordering Document that has not yet expired or been terminated (an "Existing OD") with another Ordering Document (the "New OD"), and effective upon execution of the New OD by Fleetio and Customer, the Existing OD shall be deemed to have terminated.

- B. **Automatic Extension of the Term.** Following the Initial Term, each Ordering Document will automatically renew for successive renewal terms (each, a "Renewal Term") of the shorter of one year or the Initial Term, which is set forth in the subject Ordering Document, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. Any discounts listed on Ordering Documents shall be applicable only to the Initial Term. Thereafter, such discounts shall revert to zero for any Renewal Terms.
- C. **Automatic Price Increases.** Fleetio shall not increase Subscription Fees during the Initial Term. Thereafter, unless otherwise specified in the applicable Ordering Document, Fleetio may automatically increase Subscription Fees for Services, without giving effect to any discount provided for such expiring term, to the then-current list price for Services.
- D. **Termination**
- i. **For Cause.** Either party may terminate this Agreement (including all related Ordering Documents) immediately upon written notice to the other party in the event of: (a) a material breach of this Agreement by the other party that is not remedied within thirty (30) days after the breaching party's receipt of written notice from the terminating party that describes with reasonable specificity such alleged material breach, (b) cessation of operation of the other party without a successor; (c) the other party seeking protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law); or (d) if the Order Form is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, Customer may terminate this Order Form, without penalty to Customer, by providing written notice to Fleetio specifying the date of termination. Customer shall pay for all work properly performed up to the effective date of the notice of termination.
  - ii. **Upon Mutual Agreement.** The parties may terminate this Agreement and/or any Ordering Document at any time upon their mutual written agreement.
- E. **Effect of Termination**
- i. **Expiration or Termination for any Reason.** Upon expiration or termination of this Agreement or any Ordering Document for any reason, Customer acknowledges and agrees that its access to the Services under this Agreement or Ordering Document, as applicable, may be automatically terminated, all passwords and individual accounts may be removed, and all information that has been uploaded into Fleetio's systems by Customer may be deleted. Notwithstanding the foregoing, Fleetio will provide Customer with the ability to download its data from the Services at any time within 30 days of such termination.
  - ii. **Termination by Fleetio.** If an Ordering Document and/or this Agreement is terminated by Fleetio pursuant to Section 3(D)(i), all Subscription Fees remaining to be paid to Fleetio as of the effective date of termination as well as for the remainder of the then-current Term of the subject Ordering Document and/or this Agreement shall be immediately due and payable to Fleetio, and Customer shall promptly remit all such fees to Fleetio; or if fees have been prepaid, Customer shall not be entitled to any refund.

- iii. **Termination by Customer.** If an Ordering Document and/or this Agreement is terminated by Customer pursuant to Section 3(D)(i), Fleetio shall promptly refund to Customer the pro-rata amount of any prepaid Subscription Fees for the subject Ordering Document and/or this Agreement attributable to periods after the effective date of such termination. In no event will expiration or termination of the Agreement relieve Customer of any obligation to pay Subscription Fees applicable to the period prior to the date of termination.

#### 4. Fees and Taxes

##### A. Fees

- i. **Generally.** Customer shall pay all fees stated in an Ordering Document (the "Subscription Fees"). All Subscription Fees are due and payable in advance, on the terms set forth in the applicable Ordering Document. If no payment schedule is specified for Subscription Fees in the Ordering Document, the entire amount shall be payable within fifteen (15) days of receipt by Customer of an appropriate invoice (referred to below, as "Remittance"). The first due date for Subscription Fees of Customers who pay with automatically processed payments ("AutoPay") shall be on the Initial Term Start Date (as indicated in the Ordering Document), and thereafter such Subscriptions Fees will be due on the first day of each subsequent payment period, which payment period is based upon the payment frequency indicated in the Ordering Document. All amounts payable by Customer under this Agreement will be paid to Fleetio without set-off or counterclaim, and without any deduction or withholding. Fleetio's acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Fleetio's right to unpaid amounts. In the event that Customer clicks a button on Fleetio's platform to purchase an upgrade or add-on to Services, Customer agrees that "Subscription Fees" as used in this paragraph shall refer to the increased fees resulting from such upgrade or add-on. By way of example only, such a button may be called one of the following or something similar: "Update," "Update Plan," "Confirm Plan Change," or "Start Trial" for equipment management.
- ii. **Maximum Number of Assets Managed.** Subscription Fees are based on the number of assets managed by Customer using the Services. The maximum number of assets (the "Cap") which may be managed using the Services is indicated in the "Quantity" column under "Subscriptions" on the first page of the Customer's Order Document. Customer may request an increase in the Cap at any time during the Term, but Customer may not reduce the Cap during the Initial Term or during any Renewal Term. A new Subscription Fee quoted to Customer for a higher Cap shall apply effective on the day that new Cap becomes effective ("New Cap Effective Date") until the end of the then-current Initial Term or Renewal Term, as applicable, unless another Cap Increase is requested. Fleetio shall issue to Customer, an updated invoice that reflects the additional amount owing as a result of the Cap increase (the "Additional Fee Amount"). By way of example only, using a Subscription Start Date of Jan. 1, 2024 and an Initial Term of 12 months, with Customer starting with an annual Subscription Fee of \$10,000, and increasing Customer's Cap effective as of July 1, 2024 with a new annual Subscription Fee of \$20,000 for the new Cap, such new Subscription Fee would apply to the period from July 1 through Dec. 31, 2024. There are 182 days from Jan. 1 through June 30, 2024 (leap year) ("First Half") and 184 days from Jul. 1 through Dec. 31, 2024 ("Second Half"). The Subscription Fees for the First Half would be the product of  $\$10,000 \times 182/366 = \$4,972.68$ . The Subscription Fees for the Second Half would be the product of  $\$20,000 \times 184/366 = \$10,054.64$ . The total Subscription fees for 2024 would be  $\$4,972.68 + \$10,054.64 = \$15,027.32$ .

Customer would have already prepaid \$10,000, and therefore the Additional Fee Amount that would be invoiced would be \$5,027.32. If Customer is billed via AutoPay (as defined in the Ordering Document), then Customer's method of payment on file shall be debited in the amount of the Additional Fee Amount on the New Cap Effective Date or promptly thereafter. If Customer is billed via Remittance, then an invoice in the amount of the Additional Fee Amount shall be issued to Customer on the New Cap Effective Date or promptly thereafter. In the event that Customer is required to agree to the terms located at <https://www.fleetio.com/terms> in connection with a request to increase Customer's Cap, such terms shall be of no force or effect, and the purchase of Services by Customer from Fleetio shall continue to be governed by this MSA.

- B. **Late Payment; Non-Payment.** Customer may only dispute an invoice within sixty (60) days of receipt of the invoice or appearance of the invoice in Customer's account page in the Services. If any undisputed invoiced amount is not received by Fleetio by the due date specified in Section 4(A) above, then without limiting Fleetio's rights or remedies, those charges may, commencing on such due date, accrue late interest at the rate of 1.5 percent of the unpaid and undisputed amount per month or the maximum amount permitted by law, whichever is less. If a Customer who pays via Remittance becomes 45 or more days past due for any undisputed fees, or a Customer who pays via AutoPay becomes 20 or more days past due for any undisputed fees (by way of example only, by virtue of failure of payment method on file), Fleetio may, without limiting its other rights and remedies, suspend access or delivery of any pending Services provided under the subject Ordering Document until all undisputed past due charges thereunder and any related interest are paid. During any period for which access or delivery of the Services is suspended due to non-payment of undisputed fees, Customer shall continue to incur any fees and interest due.
- C. **Taxes.** Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes ("Taxes") payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Ordering Document, all fees, rates, and estimates exclude Taxes. If Fleetio believes any such Tax applies to Customer's subscription and Fleetio has a duty to collect and remit such Tax, the same may be set forth on an invoice to Customer unless Customer provides Fleetio with a valid tax exemption certificate and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Fleetio and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Fleetio to remit amounts collected for such purpose from Customer. Notwithstanding anything to the contrary set forth in this Section 4(C), Fleetio is solely responsible for taxes based upon Fleetio's net income, assets, payroll, property, and employees.

## 5. Data Protection and Confidentiality

- A. **Privacy Policy.** Customer acknowledges and agrees that it has reviewed, and Fleetio will operate in accordance with, Fleetio's published Privacy Policy (available at <https://www.fleetio.com/privacy>), which is incorporated herein by reference.
- B. **Confidential Information.** "Confidential Information" of a party means such party's (or its Affiliate's): inventions, discoveries, improvements, and copyrightable material not yet patented, published, or copyrighted; special processes and methods, whether for production purposes or otherwise, and special apparatus and equipment not generally available or known to the public; current engineering research, development, design projects, research and development data, technical

specifications, plans, drawings and sketches; business information such as vehicle information and location, equipment information and location, product costs, vendor and customer lists, lists of approved components and sources, price lists, production schedules, business plans, and sales and profit or loss information not yet announced or not disclosed in any other way to the public; and any other information or knowledge not generally available to the public. All business terms of this Agreement, including, but not limited to, pricing, shall be considered Confidential Information of Fleetio, provided that Fleetio acknowledges applicable laws may require disclosure of the terms of this Agreement in the case of governmental entities, in which case, Confidential Information of Fleetio shall not include this Agreement.

- C. **Maintain Confidentiality.** The receiving party shall keep in confidence all Confidential Information of the disclosing party obtained prior to or during the Term of this Agreement, and shall protect the confidentiality of such information in a manner consistent with the manner in which the receiving party treats its own confidential material, but in no event with less than reasonable care. Without the prior written consent of the disclosing party, the receiving party shall not disclose or make available any portion of the disclosing party's Confidential Information to any Person, or use such Confidential Information, directly or indirectly, except for the performance of this Agreement. Confidential Information does not include information that: (a) was known to the receiving party (as evidenced by its written record) or was in the public domain prior to the time obtained by the receiving party; (b) was lawfully disclosed to the receiving party by a third party who is under no obligation of secrecy with respect to the Confidential Information; or (c) became generally available to the public, by publication or otherwise, through no fault of such the receiving party. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with (a) prior written notice of such compelled disclosure (to the extent legally permitted) and (b) reasonable assistance in contesting the disclosure, at the disclosing party's option and cost. The parties shall take all necessary and appropriate steps in order to ensure that its employees and subcontractors adhere to the provisions of this Section. All Confidential Information shall be returned to the disclosing party or deleted upon receipt by the receiving party of a written request from the disclosing party. The obligations of confidentiality in this Section 5(C) shall terminate three (3) years after termination of this Agreement; provided, that obligations of confidentiality as to trade secrets shall survive until such trade secrets cease meeting the definition of Confidential Information hereunder.
- D. **Remedy.** Each party recognizes that the unauthorized disclosure of Confidential Information may cause irreparable harm to the other party for which monetary damages may be insufficient, and in the event of such disclosure, such other party shall be entitled to seek an injunction, temporary restraining order, or other provisional remedy as appropriate without being required to post a bond or other security.
- E. **DPA.** Both parties agree to Fleetio's Data Processing Agreement ("DPA") located at <https://www.fleetio.com/terms/data-processing-agreement>.

## 6. Representations and Warranties

- A. **Authority of Each Party.** Each party represents and warrants that: (1) it is duly organized and validly existing and authorized to do business in the jurisdictions where it operates; and (2) it has the requisite power and authority to enter this Agreement and entering and complying with its obligations under this Agreement does not violate any legal obligation by which such party is bound.
- B. **By Fleetio.** Fleetio represents and warrants that:
  - i. The Services shall be performed in a competent and professional and workmanlike manner, consistent with prevailing industry standards, in compliance with any and all applicable laws, statutes, rules, and regulations, and subject to Section 1(B) above, will conform in all material respects to the specifications, functions, descriptions, standards, and criteria

set forth in the applicable Ordering Document and documentation published by Fleetio, including, without limitation, the information for each Plan type appearing at [www.fleetio.com/pricing/plan-comparison](http://www.fleetio.com/pricing/plan-comparison) (“Documentation”). For material breach of the foregoing express warranty, Customer’s exclusive remedy shall be the re-performance of the deficient Services or, if Fleetio cannot re-perform such deficient Services as warranted within thirty (30) days after receipt of written notice of the warranty breach, Customer shall be entitled to terminate the applicable Ordering Document and recover a pro-rata portion of the prepaid Subscription Fees corresponding to the terminated portion of the applicable subscription term.

- ii. Fleetio shall not knowingly or negligently introduce into the Services any viruses or any other contaminants that may be used to access, alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down the computer systems, databases, software, or other information or property of Customer or any Authorized User.

**C. By Customer.** Customer represents and warrants that:

- i. Customer has the rights necessary to provide any data, documentation, and other materials that it may make available to Fleetio under this Agreement.
- ii. Customer will not, in connection with this Agreement, including its use of or access to the Services, engage in, encourage, or permit conduct that violates or would violate any applicable law, rule, or regulation or any right of any third party.
- iii. Customer represents and warrants that neither Customer nor Authorized Users will transmit, upload, collect, manage, store, or otherwise process any Sensitive Information through the Services. Customer acknowledges and agrees that **CUSTOMER, BUT NOT FLEETIO, WILL BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY THAT MAY RESULT OR ARISE FROM THE TRANSMITTING, UPLOADING, COLLECTING, MANAGING, OR OTHERWISE PROCESSING OF ANY SENSITIVE INFORMATION BY CUSTOMER OR AUTHORIZED USERS THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR BREACH OF CONFIDENTIALITY OR ANY SECURITY BREACH RELATED TO ANY SUCH SENSITIVE INFORMATION.**

**7. Disclaimer**

- A. **EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN OR SERVICE AVAILABILITY AGREEMENT EXPLICITLY INCLUDED AS PART OF THE SUBJECT ORDERING DOCUMENT, FLEETIO TECHNOLOGY AND ANY OTHER SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.**

**8. Remedies Not Exclusive**

- A. No remedy provided in this Agreement shall be deemed exclusive of any other remedy that a party may have at law or in equity unless it is expressly stated herein that such remedy is exclusive.

**9. Mutual Indemnification and Insurance.**

- A. **Indemnification by Fleetio.** Fleetio will defend Customer and its Affiliates against any claim, demand, suit, or proceeding made or brought against Customer by a third party: (1) alleging that Fleetio Technology infringes or misappropriates such third

party's intellectual property rights (a "Claim Against Customer"), or (2) arising from bodily injury, death or damage to personal property caused by Fleetio's acts or omissions, if the Services provided include Visits (as defined in Section 9.D. below) and will indemnify Customer from any damages, reasonable attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Fleetio in writing of, a Claim Against Customer, provided Customer (a) promptly gives Fleetio written notice of the Claim Against Customer after Customer itself receives written notice of the claim or proceeding, (b) gives Fleetio sole control of the defense and settlement of the Claim Against Customer (except that Fleetio may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Fleetio all reasonable assistance, at Fleetio's expense. If Fleetio receives information about an infringement or misappropriation claim related to Fleetio Technology, Fleetio may in its discretion and at no cost to Customer (i) modify Fleetio Technology so that it is no longer claimed to infringe or misappropriate, without breaching Fleetio's warranties as described herein, (ii) obtain a license for Customer's continued use of that infringing part of Fleetio Technology in accordance with this Agreement, or (iii) terminate Customer's subscriptions for the affected Services 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 Fleetio, if the Services or use thereof would not infringe without such combination; or (3) a Claim against Customer arises from Customer's breach of this Agreement or applicable Ordering Document.

- B. **Indemnification by Customer.** Customer will defend Fleetio and its Affiliates against any claim, demand, suit, or proceeding made or brought against Fleetio by a third party (1) alleging (a) that any of Customer's data or Customer's use of Customer's data with the Services, (b) a non-Fleetio application provided by Customer, or (c) the combination of a non-Fleetio 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 in an unlawful manner or in violation of the Agreement or Ordering Document, (2) arising from Customer's breach of its representation and warranty in Section 6(C)(iii) (each a "Claim Against Fleetio"), or (3) arising from bodily injury, death or damage to personal property caused by Customer's acts or omissions, if the Services provided include Visits, and will indemnify Fleetio from any damages, reasonable attorney fees, and costs finally awarded against Fleetio as a result of, or for any amounts paid by Fleetio under a settlement approved by Customer in writing of, a Claim Against Fleetio, provided Fleetio (a) promptly gives Customer written notice of the Claim Against Fleetio after Fleetio itself receives written notice of the claim or proceeding, (b) gives Customer sole control of the defense and settlement of the Claim Against Fleetio (except that Customer may not settle any Claim Against Fleetio unless it unconditionally releases Fleetio 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 Fleetio arises from Fleetio's breach of this Agreement or applicable Ordering Document. The duty to defend, indemnification and hold harmless provisions set forth in this paragraph are subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and Article XI, Section 10 of the Oregon Constitution.
- C. **Exclusive Remedy.** This Section 9 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.
- D. **Insurance.** Fleetio shall, and Customer shall if the Services provided to Customer include employees of Fleetio entering onto premises operated by Customer (for

meetings, training or any other reason) (“Visits”), during the Term of this Order Form, at its expense, carry and maintain in force at all times insurance that meets the requirements below, and upon request, shall furnish appropriate Certificates of Insurance to the other party reflecting compliance with this Section 9.D. Clause vi. below shall apply only to Fleetio.

- i. Commercial general liability coverage in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- ii. Umbrella liability coverage in the amount of \$1,000,000 per occurrence and in the aggregate.
- iii. Automobile liability coverage on hired autos and non-owned autos in the amount of \$1,000,000 combined single limit (each accident).
- iv. Workers compensation coverage with an available limit of \$1,000,000 per accident in covered U.S. states.
- v. Employment practices liability coverage in the amount of \$2,000,000 per occurrence.
- vi. Cyber/tech errors & omissions liability (also referred to as professional liability) coverage in the amount of \$5,000,000 per occurrence limit and in the aggregate.

#### **10. Limitation of Liability**

- A. **EXCEPT WITH RESPECT TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, THE PARTIES’ EXPRESS INDEMNIFICATION OBLIGATIONS AND OBLIGATIONS AS TO CONFIDENTIAL INFORMATION HEREUNDER (“EXCLUDED OBLIGATIONS”), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE, DATA, OR USE, INCURRED BY OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- B. **EXCEPT WITH RESPECT THE EXCLUDED OBLIGATIONS, EACH PARTY’S LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO FLEETIO DURING THE TWELVE MONTHS PRIOR TO WHEN THE LIABILITY ARISES.**

#### **11. Dispute Resolution**

- A. **Governing Law.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of Columbia County, Oregon Circuit Court, including its statutes of limitations, but without regard to its conflicts of laws principles.
- B. **Jurisdiction and Venue.** The parties (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of Columbia County, Oregon Circuit Court and the United States District Court for the District of Oregon for the purpose of any suit, action or other proceeding based upon arising out of or relating to this Agreement, (b) agree not to commence any suit, action or other proceeding based upon, arising out of or relating to this Agreement except in Columbia County, Oregon Circuit Court or the United States District Court for the District of Oregon, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or

otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

- C. **Attorney Fees.** In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses actually incurred in endeavoring to enforce the terms of this Agreement, including reasonable attorney fees.

## 12. Miscellaneous Provisions

- A. **Marketing.** Customer hereby authorizes Fleetio to use Customer's name and logo to market Fleetio's products and services unless and until such authorization is revoked in a writing delivered to Fleetio.
- B. **Assignment.** Either party hereto may assign this Agreement to a successor-in-interest pursuant to an acquisition of such party (whether by merger, stock sale, or asset sale) (an "Acquisition") without the other party's consent, provided however that Customer may not assign (including via an Acquisition) this Agreement to any competitor of Fleetio without Fleetio's express written consent. In the event that Fleetio does not agree to such assignment to a competitor, either party may terminate this Agreement and any outstanding Ordering Documents effective upon delivery of written notice of termination to the other party, in which event, Fleetio 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. No rights or obligations under this Agreement may be assigned or delegated except as permitted under this Section without the prior written consent of the other party, and any assignment or delegation in violation of this Section shall be void. A "competitor" of Fleetio is a party that provides fleet management software.
- C. **Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) delivery via overnight reputable delivery service with proof of delivery, (b) delivery after mailing via USPS, return receipt requested, with proof of delivery, or (c), except for notices of an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email to the email address for Customer listed on the applicable Ordering Document or to legal@Fleetio.com for Fleetio. 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. Fleetio may also provide operational notices regarding the Services through conspicuous posting of the notice on Fleetio's website or the Services.
- D. **Currency.** All monetary amounts specified in this Agreement are in United States dollars unless otherwise expressly stated.
- E. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- F. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.