



TERMS & CONDITIONS & CUSTOMER AGREEMENT (August 2016)

This Fleetcamp UK Ltd Customer Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between Fleetcamp UK Ltd (the "Service Provider") and you or the entity you represent (the "customer"). This Agreement takes effect when you log in that you have read and agree to our terms and conditions', presented with these terms, when you use any of the Service Providers Services (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

IMPORTANT LEGAL NOTICE

The terms and conditions set out in this Agreement apply to and govern any services used by you (the "customer") and marketed by us under the brand name 'Fleetcamp' including any services provided through any website with a domain name ending 'Fleetcamp.com', and to any email and other correspondence between us relating to such a service.

Please read this Agreement very carefully. We would suggest that you print this Agreement out so that you can carefully review and understand the Agreement and refer to the Agreement from time to time as you require. This Agreement creates a legally binding agreement between you and us. By continuing to use the Website, or by accepting the services offered, you confirm that you accept these Terms and Conditions and have formed a legally binding agreement. If you do not accept any element of these Terms of Conditions, you must not take up any of the services offered by the Service Provider.

We will commence supplying our services on the basis that you have agreed and accepted these Terms and Conditions and the Agreement.

Variations to these Terms & Conditions

We have the right and entitlement to revise or vary these Terms and Conditions at any time in our absolute discretion. Such revisions or variations will become valid and binding on you on the occurrence of the earlier of: when such updated Terms and Conditions are notified to you via email. Consequently we would suggest that you should regularly and carefully review these Terms and Conditions. If you do not accept any revision or variation of these Terms and Conditions you must not take up any of the Services offered by the Service Provider.

PARTIES:

1. Fleetcamp UK Limited, a limited liability company incorporated in United Kingdom (Company No. 10222897), trading as Fleetcamp (the "Service Provider") whose registered office is at: 47 Pure Offices, Broadwell Road Oldbury, B694BY
Telephone: +44 (0) 121 667 2966 Email: contact@fleetcamp.com
2. The "Customer" meaning the person(s), firm or company who purchases Goods/Services from the Service Provider.

BACKGROUND

A) The Customer requires hosted third-party "software as a service" (the "Services" as further described herein) with respect to certain of its information technology needs.

B) The Customer requested provision of these Services from Service Provider.

C) The Service Provider has experience and expertise in the business of providing the Services.

D) Based on the Service Provider's knowledge and experience relating to such Services, the Customer has selected the Service Provider to manage and provide the Services.

E) The Service Provider has agreed to provide the Services to the Customer on the terms and conditions set forth herein.

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1.1 Definitions

In this Agreement, the following expressions have the following meanings:

"Agreement"

means this agreement, including all clauses and schedules hereto, as may be amended by agreement of the parties from time to time in accordance with the terms and conditions hereof.

"Availability Period"

means 24 hours per day and 7 days per week.

"Business Day"

means a day (other than a Saturday or a Sunday) on which banks are open for business in United Kingdom.

"Confidential Information"

means the information as provided in clause 12.1.

"Customer Data"

means information relating to the Customer's business inputted by or on behalf of the Customer in the course of using the Services but excluding any copyright, database rights or other intellectual property of the Service Provider.

"Business Development Manager"

means the responsible Customer Contact of the Customer as the key contact with the Service Provider.

"Effective Date"

means two weeks (14 days) after the trial period has begun unless the customer informs the service provider that they do not wish to go ahead.

"Excluded Unavailable Hours"

means the time periods specified in Schedule 3.

"Maintenance Releases"

means supplementary or intermediate releases of the software comprised in the Services designed to address errors in the software or to further improve functionality or security.

"New Version"

means new releases of the software comprised in the Services released by the Service Provider from time to time.

"Proceedings"

means any proceeding, suit or action arising under or in connection with this Agreement.

„Contract Form"

means the form that the customer completed on the service providers offer with their personal and company details and accepting the terms & conditions and customer agreement when choosing to begin using the service providers services

"Sales Agreement"

Documents annexed to this Agreement .

"Services"

means the services specified in clause 2, schedule 1 & schedule 4.

"Standard Support Hours"

means 09.00 to 17.00 GMT Monday to Friday, excluding public holidays.

"Suppliers Contact"

means an individual nominated by the Supplier as the Customers key contact.

"Supported Software"

means the software comprised at the core of the provision of the Services by the Service Provider and known as Fleetcamp

"Term"

means collectively and separately the Agreement terms represented by the Initial Term and the Renewal Term as defined in clause 6.1.

"Trial Period"

Means a 14 day period where the customer may trial and use the service providers services at no charge

"Working Hours"

means 9.00am to 5.00pm GMT on a UK- Business Day.

INTERPRETATION

In this Agreement:

(i) Unless the context otherwise requires, reference to a paragraph, provision, clause or schedule is to a paragraph, provision, clause or schedule of or to this Agreement.

(ii) The expressions "include", "includes", "including", "in particular" and similar expressions shall be construed without limitation.

2. THE SERVICES

2.1.1 Purpose: This Agreement sets forth the terms and conditions under which the Service Provider agrees to licence certain hosted software as a service and provide other services, monitoring, support, backup and recovery, change management and technology upgrades so as to make the services described & selected in the Terms & Conditions and associated Appendix available for use by the Customer over the internet (the "Services"), as more specifically described in the statement of work contained in Schedule 4.

2.1.2 Authorised Users: The Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of the Customer shall have the right to operate and use same.

2.1.3 Control of Services: The method and means of providing the Services shall be under the exclusive control, management, and supervision of the Service Provider, having regard to the reasonable requests of the Customer. The Customer shall at all times be responsible for maintaining its own connectivity to the internet, the mobile phone network and the functioning of its own network in order to avail of the Services provided by the Service Provider.

2.1.4 Time of Service Provider Performance of Services: For the term of this Agreement the Service Provider shall provide the Services during the applicable Availability Period but subject to any applicable excluded Unavailable Hours.

2.1.5 Subcontractors: The Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this .

2.1.6 Support: The Service Provider shall provide or make available:

(i) during Standard & Non Standard Support Hours, email- support service;

and

(ii) during Standard & Non Standard Support Hours, remote diagnosis and, where possible, correction of faults in urgent cases.

2.1.7 Optional Additional On-Site Support: If additional on-site support is required in any month it will be provided by the Service Provider at its standard rates of £780 per day from time to time and on the basis that all reasonable, vouched costs incurred by the Service Provider are borne by the Customer

2.1.8 Geographical Range: The Service Provider's obligation to provide on-site services shall extend only to the Customer's sites as detailed in the Sales Agreement.

3. MAINTENANCE RELEASES AND NEW VERSIONS

3.1.1 Maintenance Releases: The Service Provider will from time to time make Maintenance Releases available to the Customer without charge.

3.1.2 New Versions: For the duration of this Agreement, the Service Provider shall:

- (i) inform the Customer of any planned or completed New Version;
- (ii) install such New Version on a timetable determined by the Service Provider acting reasonably
- (iii) provide and install all New Versions, free of charge to the Customer

For the avoidance of doubt, the Customer may not decline to acquire a New Version.

3.1.3 New Feature Requests:

new feature requests must be submitted in writing by the Customer to the Service Provider and if the Service Provider deems the feature request to be of benefit to the system and their other clients, then the feature request will be added to the development queue and no additional charge will be incurred to the customer for the development or roll out of the new feature.

4. RESPONSIBILITIES

Service Provider's Responsibilities

4.1.1 The Service Provider shall:

- (i) make the Services available for access via the internet through one specified URL through standard Internet protocols, HTTP or HTTPS;
- (ii) provide the Services as a hosted application and shall provide hardware, software, space, power, internet connectivity and other components necessary for the Service Provider to make available access to said services via the internet;
- (iii) provide the Services in a highly available, data centre environment with security corresponding to the highest levels of best practice in UK; and

Customer's Responsibilities

4.1.2 The Customer shall:

- (i) provide the Service Provider and its personnel with such access to the Customer's premises as they reasonably require for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours;
- (ii) ensure that the Supported Software is operated in a proper manner by the Customer's employees;
- (iii) nominate a person (the Business Development Manager) to be available to liaise with, and respond to queries from, the Business Development Manager (for example, as to the resolution of conflicting

priorities between two or more items of support or maintenance). The Customer may replace the Customer Contact at any time by giving notice to the Service Provider;

- (iv) at all times be responsible for maintaining its own connectivity to the internet and the functioning of its own network and any other services not provided by the Service Provider under this Agreement in order to avail of the Services provided by the Service Provider;
- (v) provide hardware, software, space, power, internet connectivity and other services required to enable access to access to the Services from the Customer's location(s);
- (vi) put in place and maintain reputable internet security and anti-virus hardware and software; and
- (vii) at all times maintain a backup procedure for use in the absence of the Services.

5. TERM, TERMINATION & SUSPENSION

Service Provider's Responsibilities

5.1.1 Term: Unless this Agreement is terminated earlier in accordance with the terms set forth in this Agreement or in this clause, following the Trial Period, and unless the customer informs the service provider by email that they do not wish to go ahead and use the service providers services the term shall commence on the Effective Date and continue until such time as the Customer provides the Service Provider with written notice of termination; provided, however, that such notice be given no fewer than thirty (30) days.

5.1.2 Termination for Cause: If either party materially breaches any of its duties or obligations hereunder, including four periods of successive failure of the Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure, within thirty (30) days after written notice of the breach, then the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

5.1.3 Payments on Termination: Upon the expiration or termination of this Agreement for any reason, the Customer shall pay to the Service Provider all undisputed amounts due and payable hereunder.

5.1.4 Return of Materials: Upon expiration or earlier termination of this Agreement, each party shall:

- (i) promptly return to the other party, or certify the destruction of all Confidential Information of the other party held in connection with the performance of this Agreement or the Services; and
- (ii) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises.

5.1.5 Any residual data which may be discovered at any later date must be disclosed to the Customer and a plan for its return and/or destruction agreed with the Customer. This clause shall extend beyond the life of the Agreement

5.1.6 Temporary Suspension: Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- (a) your or an End User's use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other service providers customer, (iii) may subject us, our affiliates, or

any third party to liability, or (iv) may be fraudulent;

(b) you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days; or

(c) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution or similar proceeding.

5.1.7 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you have incurred through the date of suspension;

(b) you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

(c) we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

In the case of Customer Data, the Service Provider shall, as soon as practicable after termination of this Agreement provide the Customer with a final export of the Customer Data and shall certify the destruction of any Customer Data within the possession of the Service Provider. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This clause shall survive the termination of this Agreement.

6. TERMINATION ASSISTANCE SERVICES

6.1.1 Provided that this Agreement has not been terminated by the Service Provider due to the Customer's failure to pay any undisputed amount due to the Service Provider, the Service Provider will provide to the Customer and/or to the supplier selected by the Customer (such supplier shall be known as the "Successor Service Provider"), at the Customer's sole cost and expense, assistance reasonably requested by the Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to the Customer or to the Successor Service Provider (such assistance shall be known as the "Termination Assistance Services") during the ninety (90) day period prior to, and/or following, the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that the Service Provider and the Customer agree as to price and scope of the Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services may include:

(i) developing a plan for the orderly transition of the terminated or expired Services from Service Provider to the Customer or the Successor Service Provider;

(ii) using commercially reasonable efforts to assist the Customer, at the Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by the Service Provider in connection with the Services;

(iii) using commercially reasonable efforts to make available to the Customer, pursuant to mutually agreeable terms and conditions, any thirdparty services then being used by the Service Provider in connection with the Services; and,

(iv) such other activities upon which the parties may agree.

6.1.2 The provisions of this clause shall survive the termination of this Agreement.

7. FEES AND EXPENSES

7.1.1 Fees & Payment: We calculate and bill fees and charges monthly, in advance. You will pay us the applicable fees and charges for use of the Service Offerings as described in Schedule 4 using one of the payment methods we support. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Service Providers Site unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. The Customer shall be responsible for and shall pay to the Service Provider any fees due, subject to the terms and conditions contained therein. Any sum due to the Service Provider for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by the Customer of an invoice from the Service Provider.

7.1.2 Billing Procedures: The Service Provider shall bill to the Customer the sums due by providing the Service Provider's invoice, which shall contain: (a) the description of Services rendered; (b) the Services fee or portion thereof that is due; (c); taxes, if any; and, (d) total amount due. The Service Provider shall forward invoices in soft copy format to the email address provided by the Customer.

7.1.3 Non-binding Terms: Any terms and conditions that are included in a Customer purchase order shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon the Service Provider.

7.1.4 Auditable Records: The Service Provider shall maintain accurate records of all fees billable to, and payments made by, the Customer in a format that will permit audit by the Customer for a period of not less than one (1) year.

7.1.5 Taxes: The Service Provider agrees that the Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for the Service Provider. Subject to clause 8.6, any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by the Service Provider.

7.1.6 VAT: Unless expressly quoted as including VAT, all prices are exclusive of value added tax or any other government taxes or duties which, if applicable, shall be paid by the Customer.

7.1.7 Inflation Linked Fees: All fees as further described in the Sales Agreement, subject to the terms and conditions contained therein, are subject to annual review on the anniversary of the effective date and may, at the discretion of the service provider, be subject to an inflation based increase in line with the annualised rate of inflation in that country

8. CUSTOMER RESOURCES

The Customer shall have & maintain the resources set out in the Sales Agreement Appendix & any additional resources necessary in order to avail of the Services provided by the Service Provider.

9. REPRESENTATIONS AND WARRANTIES

9.1.1 Each of the Customer and the Service Provider represent and warrant that:

- (i) it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- (ii) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- (iii) this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
- (iv) the execution, delivery, and performance of this Agreement has been duly authorised by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- (v) it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- (vi) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfil its obligations under this Agreement.

9.1.2 The Service Provider represents and warrants that:

- (i) the Service Provider is possessed of specialist knowledge with respect to the Services;
- (ii) the Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;
- (iii) the Services will achieve in all material respects the functionality described in the Sales Agreement and associated Appendix and the documentation of the Service Provider, and that such functionality shall be maintained during the Term;
- (iv) the Service Provider will use all reasonable endeavours to ensure that no computer viruses, malware, or similar item (collectively, the "Virus") is introduced into the Customer's computer and network environment while performing the Services and that the Service Provider will adhere to the Customer's then current procedures to protect against the same; and,
- (v) the Services and any other work performed by the Service Provider hereunder shall be its own work, and shall not infringe upon any UK or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

10. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

10.1.1 The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarised in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of the Customer, whether marked "confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorised disclosure by, through or on behalf of, the receiving entity).

10.1.2 **Obligation of Confidentiality:** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

10.1.3 **Cooperation to Prevent Disclosure of Confidential Information:** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorised use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.1.4 **Remedies for Breach of Obligation of Confidentiality:** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in

addition to any other legal remedies which may be available, to include the immediate termination, without penalty of this Agreement in whole or in part.

10.1.5 Return or Destruction of Information: Upon termination of this Agreement each party shall promptly return or destroy (at the instance of the other party) all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, erase all of the other party's Confidential Information from its computer systems to the extent possible; and certify in writing to the other party that it has complied with the requirements of this clause, provided that a party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the party to keep evidence that it has performed its obligations under this Agreement.

10.1.6 The provisions of this clause shall survive the termination of this Agreement.

11. PROPRIETARY RIGHTS

11.1.1 Pre-existing Materials: The Customer acknowledges that, in the course of performing the Services, the Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by the Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of the Service Provider.

11.1.2 Data of Customer: The Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data" which shall also be known and treated by the Service Provider as Confidential Information) shall be and remain the sole and exclusive property of the Customer. The Customer shall be entitled to an export of Customer Data, without charge, upon the request of the Customer and upon termination of this Agreement. The Service Provider is provided a licence to use Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

11.1.3 Data of Service Provider: The Service Provider's information, or any derivatives thereof (which shall also be known and treated by the Customer as Confidential Information), shall be and remain the sole and exclusive property of the Service Provider. Upon termination of this Agreement the Customer shall return or destroy (at the instance of the Service Provider) all copies of the Services Provider's information.

11.1.4 No Licence: Except as expressly set forth herein, no licence is granted by either party to the other with respect to the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under

a licence specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

11.1.5 The provisions of this clause shall survive the termination of this Agreement.

12. GENERAL INDEMNITY

12.1.1 The Service Provider agrees to indemnify, defend, and hold the Customer, its officers, directors, agents, and employees (each, a "Customer Indemnitee" and collectively, the "Customer Indemnitees") harmless from and against any and all liabilities, damages, losses, reasonable expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable legal fees, costs, and expenses, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim arising directly as a result of any act, error or omission, or misconduct of the Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of the Customer, its officers, directors, agents, or employees.

12.1.2 The Customer agrees to indemnify, defend, and hold the Service Provider, its officers, directors, agents, and employees (each, a "Service Provider Indemnitee" and collectively, the "Service Provider Indemnitees") harmless from and against any and all Claims, including reasonable legal fees, costs, and expenses, which may be suffered by, accrued against, charged to, or recoverable from any Service Provider Indemnitee, by reason of any Claim arising directly as a result of any act, error or omission, or misconduct of the Customer, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of the Service Provider, its officers, directors, agents, or employees.

13. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

13.1.1 The Service Provider agrees to indemnify, defend, and hold the Customer Indemnitees harmless from and against any and all Claims, including reasonable legal fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, directly as a result of a claim that the Services infringes or misappropriates any United Kingdom or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that the Service Provider is enjoined from delivering either preliminary or permanently, or continuing to licence to the Customer, the Services or in the event that the Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken within the time

available therefor, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then the Service Provider shall, at its expense: (a) obtain for the Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by the Customer; or, (c) in the event that the Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the Service Provider shall be entitled to terminate this Agreement forthwith on notice to the Customer.

13.1.2 The Customer agrees to indemnify, defend, and hold the Service Provider Indemnitees harmless from and against any and all Claims, including reasonable legal fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Service Provider Indemnitee, directly as a result of a claim that the Services infringes or misappropriates any United Kingdom or foreign patent, copyright, trade secret, trademark, or other proprietary right as a result of the acts or omissions of the Customer, its officers, directors, agents, or employees.

145. INDEMNIFICATION PROCEDURES

14.1.1 Promptly after receipt by the Service Provider of a threat of any action, or a notice of the commencement, or filing of any action against the Service Provider or any Service Provider Indemnitee which relate to any liability from the Customer under this Agreement, the Service Provider shall give notice thereof to the Customer, provided that failure to give or delay in giving such notice to the Customer shall not relieve the Customer of any liability it may have to the Service Provider or any Service Provider Indemnitee except to the extent that the Customer demonstrates that the defence of such action is prejudiced thereby. The Service Provider shall not independently defend or respond to any such claim; provided, however, that: (a) The Service Provider may defend or respond to any such claim, at the Customer's expense, if the Service Provider's counsel determines, in its sole discretion, that such defence or response is necessary to preclude a default judgment from being entered against the Service Provider; and, (b) the Service Provider shall have the right, at its own expense, to monitor the Customer's defence of any such claim. The Customer shall have sole control of the defence and of all negotiations for settlement of such action. At the Customer's request, the Service Provider shall cooperate with the Customer in defending or settling any such action; provided, however, that the Customer shall reimburse the Service Provider for all reasonable out-of-pocket costs incurred by the Service Provider (including, without limitation, reasonable legal fees and expenses) in providing such cooperation.

145.1.2 Promptly after receipt by the Customer of a threat of any action, or a notice of the commencement, or filing of any action against the Customer or any Customer Indemnitee which relate to any liability from the Service Provider under this Agreement, the Customer shall give notice thereof to the Service Provider, provided that failure to give or delay in giving such notice to the Service Provider shall not relieve the Service Provider of any liability it may have to the Customer or

any Customer Indemnitee except to the extent that the Service Provider demonstrates that the defence of such action is prejudiced thereby. The Customer shall not independently defend or respond to any such claim; provided, however, that: (a) The Customer may defend or respond to any such claim, at the Service Provider's expense, if the Customer's counsel determines, in its sole discretion, that such defence or response is necessary to preclude a default judgment from being entered against the Customer; and, (b) the Customer shall have the right, at its own expense, to monitor the Service Provider's defence of any such claim. The Service Provider shall have sole control of the defence and of all negotiations for settlement of such action. At the Service Provider's request, the Customer shall cooperate with the Service Provider in defending or settling any such action; provided, however, that the Service Provider shall reimburse the Customer for all reasonable out-of-pocket costs incurred by the Customer (including, without limitation, reasonable legal fees and expenses) in providing such cooperation.

15. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCLUSION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF: (A) DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF THE OTHER PARTY OR (B) FRAUD OF THE OTHER PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF EACH PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN RESPECT OF THE PREVIOUS THREE (3) MONTH PERIOD.

This clause shall survive the termination of this Agreement.

16. GENERAL

16.1.1 Relationship between the Customer and the Service Provider: The Service Provider represents and warrants that it is an independent contractor with no authority to contract for the Customer or in any way to bind or to commit the Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the Customer. Under no circumstances shall the Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of the Customer.

16.1.2 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of United Kingdom, and shall be subject to the exclusive jurisdiction of the United Kingdom courts.

16.1.3 Dispute Resolution: In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, the Customer Contact and the Business Development Manager will communicate by email and/or telephone for the purpose of resolving the dispute or disagreement. For the purpose of this clause 17.3, a dispute or disagreement shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute or disagreement. Unless this Agreement has already been terminated by the date of the notice of dispute or disagreement, the Service Provider shall in every case continue with the performance of the Services with all due diligence and the Customer shall continue to make payments therefor in accordance with this Agreement regardless of the nature of the dispute or disagreement. If the parties are unable to resolve the dispute or disagreement within five (5) working days, or as otherwise agreed, either party will have the right to submit the dispute or disagreement to the Service Provider's Chief Executive and the Customer's Representative (the "Representatives") who will communicate as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute or disagreement shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. No formal proceedings for the judicial resolution of any dispute or disagreement may be commenced until twenty-one (21) days following initiation of negotiations under this clause 17.3 or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this clause 17.3 shall determine all disputes except any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein. Nothing in this clause 17.3 shall prevent either party from abstaining from the procedures herein and obtaining injunctive relief where circumstances deem necessary

16.1.4 Cooperation: Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. The Service Provider will cooperate at the Customer's expense with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to the Customer.

16.1.5 Force Majeure

(i) Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, an act of God, fire, flood, earthquake, wind, storm or other natural disaster, war, insurrection, riot, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, failure of any utility service including electric power, gas, water, mobile phone network, internet/broadband network, telephone service or Hetzner servers, accident, breakdown of plant or machinery, strikes, lockouts, and other industrial disputes (in each case whether or not relating to the delayed party's workforce), to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable

control of the delayed party. However, the delayed party shall use its best efforts to minimise the delays caused by any such event beyond its reasonable control. Where the Service Provider fails to use its best efforts to minimise such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this clause 17.5.1, and inform the other party of its plans to resume performance. Configuration changes, other changes, viruses/malware, or other errors or omissions introduced by the Service Provider that result in an outage or inability for the Customer to use the Services shall not constitute a force majeure event.

(ii) If the force majeure event in question prevails for a continuous period in excess of three (3) months after the date on which it began, the non-delayed party may give notice to the delayed party terminating this Agreement. The notice to terminate must specify the termination date, which must not be less than thirty (30) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement will terminate on the termination date set out in the notice.

(iii) Neither the Customer or the Service Provider shall have any liability to the other in respect of termination of this Agreement due to a force majeure event, but rights and liabilities which have accrued prior to termination shall subsist.

16.1.6 Advertising and Publicity

(i) When the service providers system is live in the customers business, the Service Provider may list the Customer as a customer of the Service Provider on its website, in press releases and in other marketing material. The Service Provider, may make reasonable and limited use of the Customer's logo in connection with such use on the Service Provider's website, in press releases and other marketing material. Permission may be withdrawn by the customer should they feel it is not in their best interest.

(ii) At the Customer's discretion they may be amenable to act as a customer reference for the Service Provider.

16.1.7 No Waiver: The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

16.1.8 Notices. Any notice to be given hereunder by either party shall be in writing and may be delivered personally, sent by pre-paid recorded or registered post or email to the relevant addressee at the agreed notice addresses and email addresses below. Any notice given under this Agreement shall be deemed to be received:

(i) if delivered personally, at the time of receipt;

(ii) if sent by post, at the expiry of forty eight (48) hours after being placed in the post (having been correctly addressed) whether or not received;

or

(iii) if sent by email, one (1) hour after despatch to the correct email address (as the case may be) of the addressee.

Fleetcamp UK Limited

Address: Fleetcamp UK LTD ; 47 Pure Offices, Broadwell Road ; Oldbury, B694BY

Email Address:

The Customer – as per details on the registration form

16.1.9 Assignment: This Agreement and the obligations of the Service Provider and the Customer hereunder are personal to the Service Provider and the Customer. Neither the Service Provider or the Customer nor any successor, receiver, or assignee of the Service Provider or the Customer shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of the Service Provider's or the Customer's assets or shares or through merger, an insolvency proceeding or otherwise, without the prior written consent of the other party. Nothing in this clause 17.9 shall prevent the Service Provider from directly or indirectly assigning this Agreement or the rights or duties created by this Agreement within its group of companies.

16.1.10 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

16.1.11 Entire Agreement: This Sales Agreement & associated Appendix, Agreement and its attached schedules constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between the Customer and the Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

16.1.12 Cumulative Remedies: All rights and remedies of the Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against the Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

SCHEDULE 1

Services

As selected (opted into) and thereby ordered on the registration form on the service providers website subject to schedule 4

SCHEDULE 2

Service and Support:

The Service Provider provides the Services as set out in the Sales Agreement as a hosted application and provides the Services from within a highly available, secure data centre environment.

The Service Provider has exercised reasonable skill and care in developing the Service and the features of the Service described in the Sales Agreement. The Service Provider will continue to exercise reasonable skill and care to:

- ensure that the Service will continue to function substantially as described; and
- rectify or provide solutions to problems which may arise and which cause the Service not to function as described.

The Service Provider will use best endeavours to achieve uptime in respect of access to the application via internet of not less than 99.5% during each month.

For the avoidance of doubt, no credit shall be allowed where the Service is unavailable to the Customer as a result of difficulties with the Customer's own systems, the Customer's connection to the internet, mobile phone network or any other system or link outside the direct control of Service Provider.

Unavailable Hours shall be calculated from the time the service problem is registered with the Service Provider and ends when the Services are restored to the extent that the system is operating substantially in conformance with Schedule 1.

Uptime Calculation

Uptime will be calculated using the following formula.

$UP = (HM - HU) * 100 / HM$ where:

UP = Uptime Availability Percentage

HM = the number of hours in any given month less any Excluded Unavailable hours

HU = the total number of hours in the given month during which the Service was unavailable.

SCHEDULE 3

Excluded Unavailable Hours shall include any and all hours in which the Services are unavailable due to:

1. execution of scheduled maintenance,
2. failure of software, hardware, middleware or systems (including PBX, internet connectivity, local area network and mobile phone network) which are necessary for the delivery of the Service but which are not provided by the Service Provider under this Agreement.
3. Service interruptions, outages or performance degradation caused by:
 - a. the Customer or the Customer's affiliates,
 - b. end users,
 - c. service providers or contractors not under the control of the Service Provider, or
 - d. lack of necessary monitoring information from Customer;
4. Scheduled load testing or stress testing;

The Service Provider shall conduct periodic maintenance activities to ensure the continued integrity of the Services. Such maintenance shall include:

- (a) database maintenance,
- (b) network maintenance,
- (c) system fail-over testing,
- (d) preventative system maintenance, and
- (e) scheduled New Versions and Maintenance Releases.

The Service Provider shall maintain an established maintenance window for conducting such activities and shall notify that maintenance window (or any change in the maintenance window once established) to the Customer. As at the date of this Agreement, the maintenance window shall be from 12.00 am to 04.00 am GMT. The Service Provider may elect not to use an established maintenance window from time to time. In the event the Service Provider intends to make use of this maintenance window, the Service Provider shall notify the Customer not less than 72-hours prior to such event, unless the activity is deemed a critical maintenance activity by the Service Provider. In such case, Customer will be notified as far in advance as possible.

The Service Provider does not envisage such maintenance taking place more than once per month.

SCHEDULE 4

Services

Dispatch System: A dispatch office and fleet management system which allows a user company to facilitate receipt of booking calls from consumers and the automatic allocation of said bookings to individual vehicles within a users fleet

The Fleetcamp dispatch system is a typical client/server setup consisting of:

A Web-based Client Application written in HTML/Javascript compatible with Google Chrome browser for use within the office by dispatch operators, controllers, managers and administrators. Data is transmitted between client and server over HTTP/HTTPS through a standard broadband connection. A bespoke Java Client Application for use with Android 2.1+ for use by the driver. Data is transmitted over HTTP/HTTPS using GPRS, EDGE, 3G and 4G in the future. A PHP/MVC based server application distributed in an auto scaling group of Hetzner EC2 instances on Hetzner. Client data is stored in a Multi-AZ RDS MySql instance providing us with redundancy across two Availability Zones/ Data Centres within Hetzner. Data is backed up in real time and available for point in time recovery for a period of 30 days.

Support: email support

App: A White Labelled Android/iOS smartphone application to enable automated booking within client companies by users of the relevant application. The consumer app is a multi-platform smartphone application written in HTML5/Javascript. It communicates with the server over HTTP/HTTPS using GPRS, EDGE, 3G and 4G in the future.

Booking Engine: A White Labelled online application based on the client's website that will enable automated booking by consumers and/or corporate account customers

Locations Supported: as per address provided in the registration form

Required Customer Resources: Office: 2 x stable broadband lines from different broadband providers over different cables (one for back up); suitable PC per operator per shift. Google Chrome as a browser. Device: A suitable mobile phone per vehicle on system (Android); data package per mobile phone with sufficient data each month (min. recommended 3GB);

CallerID: integration with the customers cloud based phone & Caller ID system, for the avoidance of doubt the service provider does not work with traditional PBX systems to provide Caller ID/Multiline Tapi.

Service Provider Resources: As standard, no hardware is provided. Access codes to the client applications and server will be provided.

Scheduled Maintenance: As notified by the Service Provider to the Customer from time to time (see Company's T&C's annexed hereto).

Service Levels: as per schedule 2 & 3

Start Date of Initial Term: As per effective date.

End Date of Initial Term: See Clause 6