
FLEETIX · LEGAL

Master Service Agreement

Terms governing the use of FleetixLegal

Fleetix.ai LLC

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Los Angeles, CA 90017

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Overview

This Master Service Agreement (the "Agreement") governs the use of the Service (defined below). This is a legal agreement between Fleetix.ai LLC, a California limited liability company ("Fleetix"), and you or the entity that you represent ("Customer"). FleetixLegal is a product of Fleetix.ai LLC. By accepting this Agreement, either by physically signing this Agreement, by clicking a box or button indicating your acceptance, by executing an order form or similar instrument that references this Agreement, or by accessing the Service, you agree to the terms of this Agreement. If you do not agree with the terms of this Agreement, you must not accept this Agreement, and may not use or access the Service.

I. Definitions

1.1. An "Affiliate" of a party means any entity that directly or indirectly controls, is controlled by, or is under common control with the party. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the party.

1.2. "Customer Data" means Customer's content and application data uploaded by or on behalf of Customer to the Service, and Output (defined below).

1.3. "Customer Personal Data" means Customer Data that is Personal Data owned or controlled by Customer and which Fleetix, a Fleetix Affiliate, or subcontractor may process in the course of providing the Service.

1.4. "Documentation" means any documents regarding the Service made available to Customer by Fleetix, including user guides made available to Customer within the Service itself.

1.5. "Downtime Period" means the same as defined in the SLA.

1.6. "Effective Date" means the date Customer accepts the terms of this Agreement.

1.7. "Order" means an order form or other agreed upon legally binding document placed by Customer that specifies a subscription period, license quantities, description of the Service, and any ancillary services such as support and professional services purchased by Customer.

1.8. "Output" means a document or work product generated by the Service specifically for Customer and delivered to Customer in response to Customer inputs to the Service.

1.9. "Personal Data" means (i) any information relating to an identified or identifiable natural person; and/or (ii) any information that identifies, relates to, describes, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Unless prohibited by applicable laws or regulations, Personal Data shall not include information or data that is anonymized, deidentified, and/or compiled on a generic basis and which does not name or identify a specific person.

1.10. "Service" means the FleetixLegal cloud-based software as a service offering purchased by Customer as specified in an applicable Order, together with any related workflows, AI agents, integrations, and automation tools. The Service includes all updates, copies, modifications, and derivative works thereof. The Service does not include software that originates from Customer or a third party and interoperates with the Service. Fleetix shall be deemed to have accepted an Order if it supplies the Services to the Customer.

1.11. This Agreement will commence upon the date the Customer signs up for the Service and will continue for the initial term specified in the Order, or, if no such term is specified, one (1) year, unless terminated earlier as provided in this Agreement. This Agreement shall automatically renew for subsequent one (1) year terms, unless Customer notifies Fleetix in writing of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The initial term and any renewal terms are collectively the "Term."

2. Customer License

2.1. License to Use the Service; Service and Support. Subject to Customer's compliance with this Agreement and Customer's payment of all fees due, for the duration of the applicable subscription period, Fleetix grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as may be expressly permitted herein) revocable right to access and use the Service in accordance with any Documentation, solely for Customer's internal business purposes, limited to the quantities and any other limitations set forth in the applicable Order. Customer may use the Service for the benefit of its Affiliates, and Affiliates may use the Service for their own benefit, limited to the quantities and any other limitations as set forth in the applicable Order and subject to compliance with all terms of this Agreement. Customer guarantees that each Affiliate will fully perform its obligations hereunder, and Customer is responsible for any breach of this Agreement by its Affiliates. Fleetix will use commercially reasonable efforts to provide availability for the Service during the applicable subscription period in accordance with the SLA. Notwithstanding anything to the contrary in this Agreement, any use of the Service by Customer or its users that threatens the security, integrity, or availability of the Service (in Fleetix's reasonable judgment) may result in the immediate suspension of Customer's access to the Service; however, Fleetix will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy such breach or threat prior to such suspension. During the applicable subscription period, Fleetix will provide support services to Customer purchased under an applicable Order.

2.2. Suspension and Discontinuation of Service. Fleetix shall have the right to suspend the provision of the Services and/or deny the Customer's access to the Services without first hearing the Customer due to (a) a significant data security risk to the Services, (b) if applicable law or a court or administrative order requires Fleetix to do so, (c) if Fleetix becomes aware of, or reasonably suspects, any activities of the Customer or its authorized users that infringe on Fleetix's Acceptable Use Policy or if the Customer has violated this Agreement or other agreements or guidelines which may be associated with use of the Services, (d) if the Services are used contrary to, or for a purpose prohibited by, this Agreement, applicable laws, or court or administrative orders, (e) the Services are used in a manner that jeopardizes the provision of the Services to other users, or (f) for nonpayment of the Services and Customer shall remain liable for all amounts due. Fleetix shall promptly notify the Customer of the suspension of the Services under this section as well as the grounds for such suspension and shall use commercially reasonable efforts to resolve the issue with the Customer without undue delay. The Customer understands that the Services are hosted by subprocessors of Fleetix, and such subprocessors may reserve rights to discontinue their hosting. Fleetix shall not be liable in any way for any discontinuation of such services provided by subprocessors. Fleetix undertakes to inform the Customer of such discontinuation without delay after having become aware of any third party plans to discontinue the provision of subprocessor hosting services affecting the Customer.

2.3. Subscription Period; Term of Agreement. Subject to Customer's compliance with its obligations under this Agreement, Customer may use the Service for the duration of Customer's subscription specified in the

applicable Order. If Customer does not renew the subscription to the Service on or before the subscription period renewal date, Customer's right to use the Service terminates and the Service will no longer operate. The Agreement will remain in effect for the Term.

3. Customer Obligations

3.1. Use of the Service. Customer will not, nor will Customer assist others to: (i) copy or distribute the Service or Documentation (except for a reasonable number of copies of the Documentation for internal use) or modify, encumber, enhance, or create any derivative works of the Service or Documentation, including without limitation, customization, translation, or localization; (ii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or the underlying ideas, algorithms, structure, sequence, and organization of the Service; (iii) sell, license, sublicense, rent, lease, lend, or transfer the Documentation or Service or provide, disclose, or use the Service or Documentation for the benefit of any third party; (iv) remove, alter, or obscure any patent, copyright, trademark, or other proprietary notices on the Service or Documentation; (v) publish or disclose to any third party any technical features or specifications, performance, functionality, or benchmark tests, or comparative or competitive analyses relating to the Service and free trials; (vi) access or use the Service or Documentation to promote, distribute, sell, or support any product or service competitive with Fleetix; (vii) violate or circumvent any technological restrictions in the Service; (viii) use the Service for any purpose or in any manner not authorized by this Agreement; (ix) use the Service in violation of any applicable local, federal, or other laws and regulations; or (x) host, support, use, or otherwise deploy the Service as a service on behalf of any unaffiliated third party without Fleetix's express written agreement. Customer must promptly notify Fleetix of any unauthorized use of or access to the Service purchased by Customer.

3.2. Customer Credentials. Customer is responsible for using a key management system for secure storage of Customer's passwords, keys, or other access authentication methods to access the Services ("Credentials"). Customer acknowledges and agrees that Fleetix is unable and has no obligation to recover Customer's Credentials if lost by the Customer. Customer acknowledges the loss of such Credentials by Customer may result in the loss of access to Customer Data. Customer is responsible for maintaining the confidentiality of all usernames and passwords required for its use of and access to the Service and for all activities conducted in connection therewith.

3.3. Customer Data in Service. Customer shall only upload Customer Data to the Service that it has the authority to upload.

4. Fees

4.1. General. The rates applicable for the Service are disclosed in the applicable Order. Unless otherwise specified in the Order, fees for overuse of the Service will be on a pro rata basis, and such overages will be invoiced separately.

4.2. Invoicing. Unless otherwise stated in the applicable Order, all fees are due and payable within thirty (30) days of Customer's receipt of Fleetix's invoice. Any amounts over thirty (30) days late shall be subject to an interest rate of three percent (3%) per month or the highest amount allowable by law, whichever is higher.

4.3. **Renewal Price Adjustment.** Unless otherwise stated in the applicable Order, all fees for renewal of Services will increase by seven and a half percent (7.5%) over the then-current Term's fees. Fleetix will inform the Customer of such change at least thirty (30) days before implementing such change. Use of the Service beyond such date will be deemed as acceptance of the new fees.

4.4. **Taxes.** All fees quoted are exclusive of sales, value added, or other applicable tax.

4.5. **Credit Card Payments.** If Customer pays by credit card, Fleetix may seek pre-authorization of such credit card account prior to purchase to verify that the credit card is valid and has the necessary funds or credit available to cover payment of the Services. Customer authorizes Fleetix or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Service, all accrued sums on or before payment due dates to Customer's credit card account. Customer must cancel before renewal in order to avoid billing of the next periodic payment.

5. Proprietary Rights

5.1. **Customer Data.** As between Fleetix and Customer, Customer owns Customer Data. Customer grants to Fleetix, its Affiliates, and applicable contractors a worldwide, limited-term license to host, copy, transmit, and display Customer Data, as reasonably necessary for Fleetix to provide the Service in accordance with this Agreement. Subject to the limited licenses granted herein, Fleetix acquires no right, title, or interest in or to any Customer Data. Customer shall be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data.

5.2. **Service.** As between Fleetix and Customer, Fleetix and its licensors retain all rights, title, and interest in and to the Service, Documentation, support services, and professional services, including all copies, modifications, improvements, and derivative works thereof and all intellectual property rights therein. Fleetix grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the support services and/or professional services solely for Customer's use with the Service during the applicable subscription period. This Agreement does not grant Customer any rights not expressly set forth herein. Customer may elect to provide suggestions, requests for enhancements or functionality, or other feedback to Fleetix relating to the operation of the Service ("Feedback"). If Customer, in its sole discretion, provides Feedback, Customer hereby grants Fleetix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into its products and services any Feedback as it sees fit without obligation or restriction of any kind.

5.3. **Open Source Software.** Customer can access any notice and attribution files for any applicable open-source software distributed with, hosted with, provided with, or otherwise made use of with the Service upon request.

6. Audit

6.1. Standard Audits. During the Term and for a period of one (1) year thereafter, Fleetix (or its independent third-party auditors) has the right, upon reasonable notice, to reasonably audit Customer's relevant systems and records to confirm Customer's compliance with this Agreement. Fleetix may conduct no more than one (1) audit per twelve (12) month period and Customer shall reasonably cooperate with Fleetix (or its independent third-party auditors) for such audit. Fleetix shall conduct such audit during Customer's regular business hours and in a way designed to minimize business disruption. If an audit discloses Customer has installed, accessed, used, or otherwise permitted use of or access to the Service in a manner that is not expressly permitted by this Agreement, Customer agrees to promptly pay Fleetix for any unpaid fees for such use or access to the Service, in addition to the cost of such audit.

6.2. Additional Audits. In addition to the above, Fleetix may conduct one additional audit if Customer is in breach of any obligations under this Agreement.

7. Insurance

7.1. Coverage. Fleetix will obtain and keep in effect for the duration of the Term, at Fleetix's expense, insurance coverage as follows:

7.1.1. commercial general liability insurance with policy limits equal to \$1,000,000 per occurrence and \$1,000,000 in the aggregate, covering operations by or on behalf of Fleetix;

7.1.2. professional liability or errors and omissions insurance, with policy limits equal to \$1,000,000 annual aggregate;

7.1.3. workers' compensation as required by law and employer's liability insurance with policy equal to \$1,000,000 coverage in the minimum amount of \$1,000,000 per each accident and each employee;

7.1.4. umbrella liability insurance with policy limits of \$3,000,000 per occurrence and in the aggregate; and

7.1.5. cyber liability insurance coverage with policy limits of \$3,000,000 per occurrence and in the aggregate.

7.2. Certificates. Certificate of insurance evidencing the above coverage, limits, and endorsements will be furnished to Customer within ten (10) business days of Customer's request. Fleetix will endeavor to provide Customer thirty (30) days' written notice prior to cancellation or intent not to renew any insurance coverage required to be maintained by the Agreement. All insurance policies will be written by financially viable companies rated by A.M. Best as A-VII or better and duly licensed and authorized to do business in California.

8. Confidentiality

8.1. Confidential Information. Customer and Fleetix may disclose Confidential Information to each other during the Term. "Confidential Information" means all nonpublic proprietary business and technical information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") which is in tangible form and labeled "confidential" or the like, or that reasonably should be understood to be confidential given the circumstances of disclosure and the nature of the information. Confidential Information includes, but is not limited to, the Service, Documentation, free trial software or services, strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, and business and marketing plans. Confidential Information will not include information that: (i) was already in Receiving Party's possession without confidentiality obligations; (ii) is rightfully received by Receiving Party without confidentiality obligations; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as supported by documents and other competent evidence; or (iv) is in the public domain without breach of a confidentiality obligation by the Receiving Party as supported by documents and other competent evidence.

8.2. Use and Obligations. The Receiving Party will protect Confidential Information received from the Disclosing Party using the same degree of care as it uses to protect its own similar confidential materials, but in no event using less than reasonable care. The Receiving Party will disclose Confidential Information only to its employees, Affiliates, alliance partners, or contractors who have a need to know for purposes of this Agreement and who are under a written obligation of confidentiality no less protective than this Agreement. Each Party may also disclose Confidential Information, including the terms and conditions of this Agreement, in confidence to its legal counsel, accountants, auditors, banks, and financing sources, and their advisors. Confidential Information may be disclosed in response to a subpoena or order of a court or governmental agency, provided however, that if not otherwise prohibited, the Receiving Party will notify the Disclosing Party promptly of such disclosure to enable the Disclosing Party to seek an appropriate protective order.

8.3. Security and Protection of Personal Data. Fleetix will implement and maintain commercially reasonable administrative, physical, and technical safeguards and measures designed to address the security, confidentiality, and availability of Customer Data in the Service.

8.4. Return or Destruction. Upon expiration or termination of this Agreement for any reason, the Receiving Party will, upon request, return or destroy the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain copies of Disclosing Party's Confidential Information stored electronically on data archives or back-up systems or to comply with the laws or regulations applicable to the Receiving Party, provided that such copies shall at all times be subject to the terms of this Agreement while in Receiving Party's possession or control.

9. Warranty

9.1. Service Warranty. Fleetix represents and warrants to Customer during the Term ("Warranty Period") that the Service will conform in all material respects to the applicable Documentation and the SLA ("Service Warranty"). For clarity, the SLA service commitments do not include Downtime Period.

9.2. Professional Services Warranty. Professional services, if any, may be performed by Fleetix or subcontractors acting on Fleetix's behalf. Fleetix warrants that: (i) it and its personnel have the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the professional services; and (ii) the professional services will be performed in a professional and workmanlike manner in accordance with industry standards. As a condition to Fleetix providing professional services hereunder, Customer shall: (a) provide good faith cooperation and access to such information, facilities, and equipment as may be reasonably required in order to provide the professional services; and (b) provide such personnel assistance as may be reasonably requested from time to time. If, through no fault or delay by Customer, or any failure by Customer or Customer's representatives to perform in accordance with this section, the professional services do not conform to the foregoing warranty, and Customer notifies Fleetix within ten (10) days of Fleetix's completion of the professional services, Fleetix will re-perform the non-conforming portion(s) of the professional services at no additional cost to Customer.

9.3. Remedy and Exclusions. Fleetix's sole obligation under the Service Warranty, and Customer's exclusive remedy, is to use commercially reasonable efforts to correct the non-conformity during the Warranty Period. If Fleetix is not able to correct the non-conformity in the Service such that it complies with the Service Warranty, Fleetix will process a refund of the unused, prepaid fees for such non-conforming Service, and Customer's right to use the Service for which the refund was processed terminates. Customer shall provide all information reasonably requested to enable Fleetix to cure any such deficiencies. The foregoing warranties do not apply to the Service: (i) that is installed, operated, maintained, stored, or used improperly, or in any manner not in accordance with the Documentation, this Agreement, or Fleetix's written instructions; (ii) that is repaired, altered, or modified other than by Fleetix; or (iii) where the issue is caused by any failure of third-party software or cloud services not supplied by Fleetix.

9.4. Customer Warranty. CUSTOMER REPRESENTS AND WARRANTS TO FLEETIX THAT CUSTOMER SHALL NOT USE THE SERVICE, OUTPUT, OR ANY PROFESSIONAL SERVICES, OR CONSIDER ANY OF THE FOREGOING, AS A SUBSTITUTE FOR LEGAL SERVICES OR LEGAL ADVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE, OUTPUT, AND PROFESSIONAL SERVICES DO NOT CONSTITUTE LEGAL SERVICES OR LEGAL ADVICE. IN NO WAY SHALL THE SERVICE, OUTPUT, OR PROFESSIONAL SERVICES SERVE AS A SUBSTITUTE FOR THE PRACTICE OF LAW. FLEETIX IS A TECHNOLOGY COMPANY AND DOES NOT PRACTICE LAW. THE SERVICE, OUTPUT, AND PROFESSIONAL SERVICES ARE ONLY TO BE USED WITH THE OVERSIGHT OF LICENSED LEGAL PROFESSIONALS WHO ARE QUALIFIED TO PROVIDE LEGAL SERVICES IN THEIR RESPECTIVE JURISDICTION. ALL OUTPUT IS PROVIDED IN DRAFT AND NOT FINAL FORM. CUSTOMER FURTHER WARRANTS THAT IT WILL HAVE EXCLUSIVE OVERSIGHT OVER THE USE OF THE SERVICE, REVIEW OUTPUT FOR ACCURACY AND COMPLETENESS, AND ENSURE SUCH OUTPUT COMPLIES WITH ALL PROFESSIONAL ETHICS AND STANDARDS IF USED IN CONNECTION WITH CUSTOMER'S PROVISION OF LEGAL SERVICES.

9.5. Mutual Warranties. Each party warrants to the other that (a) it has and will have all necessary right, power, and authority and has taken all necessary action to enter into and perform its obligations under this Agreement and to grant the rights granted herein; and (b) it will comply with all applicable laws and regulations while performing under this Agreement.

9.6. Disclaimer of Warranties. EXCEPT AS PROVIDED UNDER THIS SECTION, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, FLEETIX AND ITS LICENSORS DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLEETIX DOES NOT WARRANT AGAINST LOSS OR INACCURACY OF DATA, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE OR HARDWARE. FLEETIX, ITS SUPPLIERS, AND LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY WARRANTIES, EXPRESS OR IMPLIED, PROVIDED BY A THIRD PARTY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FREE TRIALS ARE PROVIDED AND LICENSED TO CUSTOMER ON AN "AS IS" BASIS, AND ALL WARRANTIES AND INDEMNITIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

10. Indemnification

10.1. Indemnification by Fleetix. Fleetix agrees to defend or settle, at Fleetix's expense, a third-party claim or cause of action against Customer alleging with specificity that, standing alone, the Service or its use: (i) infringes a copyright or patent of such third party; or (ii) infringes all inventive aspects of a patent of such third party ("Claim") and to pay damages finally awarded against Customer by a court of competent jurisdiction or as agreed to in a settlement. Fleetix's obligations hereunder do not apply with respect to any Claim that arises out of: (a) any unauthorized use, reproduction, or distribution of the Service; (b) providing industry standard functionality; (c) the Service being modified after delivery without Fleetix's prior written authorization; or (d) Customer's continued use of the allegedly infringing Service after Fleetix modified the Service to be non-infringing. If any Claim arises, Fleetix may, at its sole option and expense: (A) replace or modify the affected Service to make it non-infringing; (B) procure a license for Customer's continued use of the affected Service; or if Fleetix determines (in its sole discretion) that (A) and (B) are not commercially viable, terminate Customer's rights thereto, in which case Fleetix will process a pro-rated refund for the applicable prepaid unused fees for such Service covering the remainder of the applicable subscription period. This section states Customer's sole and exclusive remedy, and Fleetix's sole liability, with respect to infringement of third-party intellectual property rights.

10.2. Customer Indemnity. Customer agrees to defend and indemnify Fleetix from and against any loss, damage, or cost arising from a third-party claim that Customer's provision or use of Customer Data violates a third party's rights, or for a breach of Customer's warranties.

10.3. Indemnification Process. As a condition of receiving indemnity as described in this section, the party seeking the indemnity will provide the other party with: (i) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is prejudiced by such failure; (ii) complete control over the defense and settlement of the claim, provided that the indemnifying party will not settle any claim without the other party's prior written permission if the settlement fails to unconditionally release the indemnified party from all liability pertaining to the claim (such permission not to be unreasonably withheld, delayed, or conditioned); and (iii) reasonable assistance in connection with the defense and settlement of the claim.

11. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, OR THE COST OF COVER, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW. EXCEPT FOR INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL FLEETIX'S, ITS AFFILIATES', AND ITS LICENSORS' TOTAL, CUMULATIVE, AND ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE LIABILITY FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN BUT WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. Termination

12.1. Termination for Cause. Any Orders placed pursuant to this Agreement are non-cancellable and non-refundable, except as provided for herein or otherwise stated in the Order. A party may terminate this Agreement if the other Party: (i) materially breaches this Agreement and such breach is not cured within thirty (30) days of such Party's receipt of written notice describing the breach; or (ii) becomes insolvent, admits in writing of its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver, or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.

12.2. Post-Termination Obligations. Upon expiration or termination of this Agreement, including if Customer does not renew its applicable subscription period on or before the renewal date, Customer will no longer have access to the Service, except as set out herein. Upon expiration or termination, Customer will destroy the Documentation and provide written certification of such destruction. For a period of thirty (30) days after such termination or expiration, upon Customer's prior written request, Fleetix will allow Customer limited access to retrieve any Customer Data remaining on the Service, subject to Customer's compliance with the terms of this Agreement. After such thirty (30) day grace period, Customer will have no further rights or access to the Service, and Customer's Service instance, including any Customer Data, will be permanently deleted by Fleetix. The terms of this Agreement shall remain in full force and effect for the period of any post-termination access to the Service by Customer.

12.3. Surviving Provisions. The following sections shall survive termination or expiration of this Agreement: Section 1, Section 4, Section 5, Section 6, Section 7.2, Section 8, Section 9.4, Section 10, Section 11, Section 12.3, and Section 13.

13. General

13.1. Independent Parties. Nothing herein shall authorize one party to have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other party.

13.2. Assignment. Neither party will assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; except that either party may, upon written notice to the other party, assign this Agreement and its rights and obligations to any successor by way of merger, consolidation, or the acquisition of all or substantially all of its assets or voting securities. Any purported assignment in violation of the foregoing is void and of no force or effect. Subject to the foregoing restrictions, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

13.3. Export Controls and Trade Laws. Each party will comply with all applicable export laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Without limiting the foregoing, each agrees that it will not export, re-export, download, or otherwise transmit Confidential Information or the Service: (i) to any country or region subject to a U.S. embargo or comprehensive trade sanctions; (ii) to any individual or entity identified on any U.S. Government restricted party lists (including the Consolidated Sanctions, Specially Designated Nationals, Denied Persons, Entity, or Unverified Lists); or (iii) to any end user with knowledge or reason to know that the Service or such Confidential Information will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes.

13.4. Customer Reference. During the Term of the Agreement, Customer grants Fleetix a limited, revocable, non-exclusive, and non-transferable license to use Customer's name and logo in connection with Fleetix's marketing and sales efforts, and agrees to participate in any case studies within six (6) months of the Effective Date.

13.5. Severability. In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be limited or eliminated to the extent necessary so that the remainder of this Agreement shall continue in full force and effect.

13.6. Nonwaiver. The failure of a party to enforce any provision of this Agreement will not be construed as a waiver of such provision or of any other provision of this Agreement.

13.7. Force Majeure. Fleetix shall not be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement to the extent caused by circumstances beyond the reasonable control of the party including (without limitation) pandemics, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, internet service provider failures or delays, denial of service attacks or other similar causes, war, terrorism, governmental action, labor conditions, earthquakes, volcanic eruptions, or material shortages.

13.8. Integration; Order of Precedence. This Agreement constitutes the entire agreement between Customer and Fleetix and supersedes any and all prior agreements or communications between the parties with regard to the subject matter hereof. Fleetix may update these terms from time to time, and continued use of the Services after being provided notice of such updated terms shall be deemed acceptance. Unless otherwise explicitly stated herein, the terms of this Agreement shall supersede and control over any

conflicting or additional terms and conditions of any Order, order form acknowledgement, confirmation, or other document issued by or on behalf of Customer, and terms and conditions in such documents are of no force or effect.

13.9. Governing Law; Dispute Resolution. The United Nations Convention of Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement. Nothing in this section will limit or restrict either party from seeking injunctive or other equitable relief from a court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without applying conflict of law principles. With respect to all disputes and actions arising from or related to this Agreement, the Parties irrevocably consent to exclusive jurisdiction and venue in the state and federal courts located in Los Angeles County, California, and any binding arbitration proceeding shall be conducted in Los Angeles County, California.

13.10. Notices. All legal notices under this Agreement shall be sent in writing to Fleetix at:

Fleetix.ai LLC Attn: Legal 1055 Wilshire Blvd, Suite 850, Room 8 Los Angeles, CA 90017 Email: legal@fleetix.ai

Notices to Customer shall be sent to the address or email address specified in the applicable Order or the most recent contact information on file with Fleetix.