

MVASIST/Fleet Agreement

This legal agreement (this “Agreement”) between, on the one hand, you and the company you represent (“Operator”) and, on the other hand, Decisiv, Inc. (“Decisiv”), governs Operator’s subscription to access the MVASIST/Fleet service on the Decisiv Service Management Platform for initiating and managing service and/or repair transactions, communication services and any ancillary training or other service (the “Service”), and is effective on your acceptance of this Agreement by clicking the “Accept” button. You represent and warrant that you have the right and ability to act on behalf of Operator and to bind Operator with respect to the rights and obligations set forth in this Agreement.

BY CLICKING THE ACCEPT BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

1. **Terms of Use.** Operator’s use of the Service and transactions made through it are subject to Decisiv’s then-current Terms of Use, as amended from time to time pursuant to the terms thereof, located at <http://www.decisiv.com/terms.html> (the “Terms of Use”), which are incorporated by reference herein. If you have not already read the Terms of Use, you should do so now. In the event of a conflict between the provisions of the Terms of Use and this Agreement, this Agreement shall govern.
2. **Subscription to Service.** Subject to the terms and conditions herein, Decisiv grants to Operator a nonexclusive, non-transferable, non-sublicensable, revocable license to access the Service through a website maintained by or for Decisiv or its duly designated licensors and/or contractors, and/or their successors and/or assigns (the “Website”) and made available to Operator pursuant to this Agreement solely for Operator’s own internal business purposes. All rights not expressly granted to Operator pursuant to this Agreement are expressly reserved by Decisiv, its duly designated licensors and/or contractors, and/or their successors and/or assigns. Except as set forth in this Section 2, no other right or license of any kind is granted by Decisiv to Operator under this Agreement with respect to the Website or the Service.
3. **Fees and Payment Terms.** Operator shall pay Decisiv the fees applicable to the Service as described on the Website, as such fees may be amended by Decisiv from time to time (the “Fees”). Payment shall be made monthly by (a) your MVPREFERRED account, (b) credit card, (c) such other method as set forth on the Website, or (d) upon Operator’s request and with Decisiv’s prior approval, Decisiv shall invoice Operator monthly for the Fees and Operator shall pay Decisiv the applicable Fees within thirty (30) days of the invoice date. Operator agrees to pay for all Fees incurred by Operator and all of Operator’s employees. The payment of all Fees shall be governed by all policies and procedures promulgated by Decisiv and in effect at the time such payment becomes due, as they may be modified by Decisiv in its discretion from time-to-time. Operator is responsible for the payment and remittance of all applicable national, state and local

taxes, value added or sales or use taxes, levies and assessments pertaining to all fees and charges assessed under the Agreement (except taxes based upon Decisiv's net income). If Decisiv is required to collect any such taxes from Operator, Operator shall pay and remit such taxes to Decisiv on demand. All amounts not paid when due hereunder shall bear interest at a rate of one percent (1.0%) per month from the due date on any payment more than twenty (20) days past due.

4. **Access by Employees.** Operator may provide access to the Service to Operator's employees; provided that: (a) Operator requires each such employee to be bound by the terms of this Agreement and the Terms of Use; (b) Operator remains responsible and liable for all acts and omissions of Operator's employees in connection with the Website, including all transactions and Fees incurred, and for any breaches by such employees of this Agreement or of the Terms of Use; and (c) if any of Operator's employees ceases to be an employee of Operator, Operator shall immediately cease to provide access to the Service to such former employee. All references to Operator's access and/or use of the Service herein includes access and/or use of the Service by Operator's employees.
5. **Ownership.** Operator has no rights to any software used to provide the Service. Title, ownership, and intellectual property rights, including without limitation copyrights, trademarks, trade secrets and patent rights, in and to the Service and any underlying software and other technology shall remain in Decisiv, its duly designated licensors and/or contractors, and/or their successors and/or assigns, and Operator shall have no right of ownership or other rights (except for the right to use the Service as is expressly set forth herein) to the Service or such underlying software or other technology, nor, without limitation, any right to copy, store, disclose, modify, rent, lease, loan, sell distribute, reverse engineer or create derivative works based on the software, the Service or other technology. Further, Operator shall have no right to create Internet links to the Service or frame or mirror the web page(s) from which the Service is accessed; remove, alter or obscure any proprietary notice or marks on the Service; or disable or circumvent any access control or related process or procedure established with respect to the Service.
6. **Modifications of Terms.** The terms and conditions contained herein may not be modified by Operator, except in a writing signed by Operator and an authorized representative of Decisiv. Decisiv may amend the terms of this Agreement, including without limitation the Service offerings, amount of any fees and billing methods, effective immediately if needed or useful to avoid any infringement or other liability, or in all other cases, upon no less than thirty (30) days prior written notice (including by email) to Operator, or by posting such change on the Website.
7. **Certain Customer Responsibilities.** Operator shall be solely responsible for providing and maintaining all hardware, software, browsers, communication connectivity and

bandwidth required for Operator to access the Internet in order to use the Service. The Services are made available to Operator solely for lawful purposes and use. Operator shall be solely responsible for, and agrees to comply with, all applicable laws.

8. **Termination.** This Agreement will remain in effect until terminated in accordance with its terms. Either party may terminate this Agreement upon thirty (30) days notice to the other. In addition, Decisiv reserves the right to immediately terminate this Agreement, and Operator's access to and use of the Website and the Service or any portion thereof, if Operator (a) fails, or Decisiv suspects that Operator has failed, to comply with any provision of this Agreement or the Terms of Use; (b) ceases to do business in the normal course; (c) is the subject of any proceeding relating to bankruptcy, liquidation or insolvency; (d) makes an assignment for the benefit of its creditors; (e) dissolves, terminates, or discontinues its business; or (f) sells or disposes of all or substantially all of the assets of its business. Notwithstanding anything herein to the contrary, Decisiv reserves the right to modify, suspend or discontinue the Website and/or the Service (or any part or content thereof) at any time with or without notice to Operator, and Decisiv shall not be liable to Operator or to any third party should it exercise such rights. On termination of the Agreement, all rights granted to Operator under the Agreement shall cease, and Operator shall immediately discontinue use of the Service. Operator's obligation to pay amounts owed shall survive termination of the Agreement. The provisions of Sections 3 (for unpaid amounts), 5, 9 through 12, 14 and 15 shall survive termination of the Agreement.

9. **Disclaimer.** DECISIV, ITS LICENSORS AND CONTRACTORS, AND THEIR SUCCESSORS AND ASSIGNS, COLLECTIVELY AND/OR INDIVIDUALLY, MAKE NO WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR SYSTEM INTEGRATION. DECISIV, ITS LICENSORS AND CONTRACTORS, AND THEIR SUCCESSORS AND ASSIGNS, COLLECTIVELY AND/OR INDIVIDUALLY DO NOT WARRANT THAT THE SERVICE SHALL BE UNINTERRUPTED, ERROR-FREE AND/OR FREE OF ANY SECURITY DEFECTS. THE SERVICE AND ACCESS AND USE OF THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS NOT IN DECISIV'S CONTROL AND INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DECISIV IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. OPERATOR HEREBY WAIVES, TO THE GREATEST EXTENT PERMITTED BY LAW, ANY CLAIMS OF WARRANTY AS WELL AS ANY OTHER

CLAIMS OF WHATEVER NATURE, THAT OTHERWISE MIGHT BE BROUGHT AGAINST DECISIV AND/OR ITS LICENSORS AND/OR CONTRACTORS AND/OR THEIR SUCCESSORS AND/OR ASSIGNS, ARISING OUT OF USE OF THE SERVICE. OPERATOR ACKNOWLEDGES THAT NO PERSON, OTHER THAN OFFICERS OF DECISIV AND/OR THE LICENSOR(S) AND/OR CONTRACTOR(S) AND/OR THEIR SUCCESSOR(S) AND/OR ASSIGN(S) AGAINST WHOM SUCH WAIVER OR IMPAIRMENT IS SOUGHT, IN A WRITING EXECUTED BY AN OFFICER OF ANY AND ALL SUCH PERSONS, RESPECTIVELY, HAS ANY AUTHORITY TO WAIVE OR IMPAIR SUCH PERSON(S)' RIGHTS AND PROTECTIONS UNDER THIS SECTION 9.

10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DECISIV AND/OR ITS LICENSORS AND/OR ITS CONTRACTORS, AND/OR THEIR SUCCESSORS AND/OR ASSIGNS, COLLECTIVELY AND/OR INDIVIDUALLY, BE LIABLE TO OPERATOR, OPERATOR'S SUCCESSORS AND/OR PERMITTED ASSIGNS, AND/OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE RELIANCE, AND/OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, AND/OR DATA ARISING OUT OF OPERATOR'S USE OF OR INABILITY TO USE THE SERVICE, AND/OR THE PERFORMANCE OR NONPERFORMANCE BY DECISIV UNDER THE AGREEMENT, EVEN IF DECISIV AND/OR ITS LICENSORS AND/OR ITS CONTRACTORS AND/OR THEIR SUCCESSORS AND/OR ASSIGNS, COLLECTIVELY AND/OR INDIVIDUALLY, IS/ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. DECISIV AND ITS LICENSORS' AND CONTRACTORS', AND THEIR SUCCESSORS' AND ASSIGNS', ENTIRE AND EXCLUSIVE AGGREGATE LIABILITY TO OPERATOR FOR ALL CLAIMS RELATING TO OPERATOR'S USE OR INABILITY TO USE THE SERVICE, AND/OR THE PERFORMANCE OR NONPERFORMANCE BY DECISIV, ITS LICENSORS AND/OR CONTRACTORS, AND/OR THEIR SUCCESSORS AND/OR ASSIGNS, COLLECTIVELY AND/OR INDIVIDUALLY, AND/OR ANY OTHER CAUSE UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF LEGAL THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) SHALL NOT EXCEED THE FEES PAID IN THE SIX (6) MONTH PERIOD PRECEDING THE DATE THAT GAVE RISE TO SUCH LIABILITY. Some jurisdictions do not allow the exclusion or limitation of special, incidental, consequential, indirect or exemplary damages, or the limitation of liability to specified amounts, so the above limitation or exclusion may not apply to Operator, but strictly for purposes of the application of the terms and conditions of this Agreement under that/those jurisdiction(s) only.

11. **Indemnification.** Operator shall, at Operator's expense, defend Decisiv against all claims, actions, suits and proceedings by unaffiliated third parties arising from or related to Operator's breach of or failure to comply with this Agreement, or Operator's use or misuse of the Service, or Operator's or Decisiv's use, loss, damage or disclosure of the Customer Data (as defined in the Terms of Use). The indemnifying party under this Section 11 (the "Indemnifying Party") shall pay all costs, losses, damages and reasonable attorneys' fees incurred by the party seeking indemnification under this Section 11 (the "Indemnified Party"), and all associated settlements in connection with any such claims. The Indemnified Party shall provide: (a) prompt written notice of claims for which it is seeking indemnification to the Indemnifying Party; and (b) any reasonably necessary assistance, information and authority for the Indemnifying Party to defend the claim and perform the Indemnifying Party's obligations hereunder. The Indemnifying Party agrees not to settle any claim, action, suit or proceeding for which it is indemnifying the Indemnified Party in a manner that would impose any obligations on the Indemnified Party without first obtaining the Indemnified Party's consent thereto (which shall not be unreasonably withheld or delayed).

12. **Binding Arbitration.** THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. Before Operator takes a dispute to arbitration, Operator must first contact Decisiv by e-mail at dhyatt@decisiv.com or call Decisiv at (804) 72-4153, extension 304, and give Decisiv an opportunity to attempt to resolve the dispute through discussions with Operator. Similarly, before Decisiv takes a dispute to arbitration, Decisiv must first attempt to resolve it through discussions with Operator by seeking to contact Operator at the most recent address that we have on file for Operator. In the event that Operator and Decisiv cannot resolve a dispute within sixty (60) days of notification by either party, or in the event that Decisiv is unable to reach Operator, Operator does not respond to Decisiv's efforts to contact Operator or Operator fails to engage in good-faith settlement discussions with Decisiv, then the following procedures shall apply. All disputes arising under or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes, as amended by the terms of this Agreement. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the Commonwealth of Virginia. The arbitrator's decision shall be based upon the substantive laws of the Commonwealth of Virginia without regard to its principles of conflicts of law. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves confidentiality. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof.

Notwithstanding any of the foregoing, nothing herein shall preclude Decisiv from seeking any injunctive relief in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and Operator agrees to exclusive jurisdiction by the federal and state courts located in the Commonwealth of Virginia, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

13. **Assignment.** Operator may not assign or otherwise transfer the Agreement and/or any rights and/or obligations herein without the prior express written consent of Decisiv. Decisiv may assign the Agreement and/or any rights and/or obligations herein to any person. Subject to the foregoing provisions of this paragraph, the Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
14. **Notices.** Decisiv may send Operator any notices required or permitted under this Agreement by sending Operator an email message to the email address listed in Operator's account contact information, by sending a letter via certified mail, return receipt requested, to the contact address listed in Operator's account contact information or by posting on the Service. Operator may send Decisiv any notices required or permitted under this Agreement by sending Decisiv a letter via certified mail, return receipt requested, to Decisiv's address as set forth on the Website.
15. **Miscellaneous.** This Agreement (including any amendments hereto and any documents, policies and terms incorporated herein by reference) constitutes the entire agreement between the parties concerning the use of the Service and/or any part thereof, and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties concerning such subject matter. Without limiting any term or condition of this Agreement, the terms and conditions of any purchase order or other written instrument submitted by Operator shall be void and have no effect unless otherwise approved in a manually signed writing by Decisiv. If any provision in the Agreement should be held illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from the Agreement if no such modification is possible, and all other provisions of the Agreement shall remain in full force and effect. A party's waiver of the other party's violation of any term or condition of the Agreement in any one instance shall not constitute such party's waiver of the other party's subsequent violation of the same or any other term or condition. No waiver of any terms or conditions hereunder will be effective unless in a writing signed by an officer of the party against whom such waiver is sought. Where Decisiv's licensors and contractors, and their respective successors and assigns, are referenced by the express terms of this Agreement, they are intended third party beneficiaries of this Agreement. Without limiting any other provision in this Agreement, Decisiv shall not be deemed to be in default under this Agreement or otherwise liable for any delay in or failure in its performance if such delay or failure is due to acts of God,

earthquakes, floods, fire, epidemics, riots, war, failures or delay in transportation or communications systems, shortages of supplies, labor disputes, Internet failure, or other causes beyond Decisiv's reasonable control.